

EXHIBIT D

TERMS OF SERVICE

Effective Date: March 31, 2024

ANACONDA TERMS OF SERVICE

Please read these Terms of Service carefully before purchasing, using, accessing, or downloading any Anaconda Offerings (the “**Offerings**”). These Anaconda Terms of Service (“**TOS**”) are between Anaconda, Inc. (“**Anaconda**”) and you (“**You**”), the individual or entity acquiring and/or providing access to the Offerings. These TOS govern Your access, download, installation, or use of the Anaconda Offerings, which are provided to You in combination with the terms set forth in the applicable Offering Description, and are hereby incorporated into these TOS. Except where indicated otherwise, references to “You” shall include Your Users. You hereby acknowledge that these TOS are binding, and You affirm and signify your consent to these TOS by registering to, using, installing, downloading, or accessing the Anaconda Offerings effective as of the date of first registration, use, install, download or access, as applicable (the “**Effective Date**”). Capitalized definitions not otherwise defined herein are set forth in **Section 15** (Definitions). **If You do not agree to these Terms of Service, You must not register, use, install, download, or access the Anaconda Offerings.**

1. ACCESS & USE

1.1 General License Grant. Subject to compliance with these TOS and any applicable Offering Description, Anaconda grants You a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the applicable Anaconda Offering strictly as detailed herein and as set forth in a relevant Offering Description. If You purchase a subscription to an Offering as set forth in a relevant Order, then the license grant(s) applicable to your access, download, installation, or use of a specific Anaconda Offering will be set forth in the relevant Offering Description and any definitive agreement which may be executed by you in writing or electronic in connection with your Order (“**Custom Agreement**”). License grants for specific Anaconda Offerings are set forth in the relevant Offering Description, if applicable.

1.2 License Restrictions. Unless expressly agreed by Anaconda, You may not: (a) Make, sell, resell, license, sublicense, distribute, rent, or lease any Offerings available to anyone other than You or Your Users, unless expressly stated otherwise in an Order, Custom Agreement or the Documentation or as otherwise expressly permitted in writing by Anaconda; (b) Use the Offerings to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) Use the Offerings or Third Party Services to store or transmit Malicious Code, or attempt to gain unauthorized access to any Offerings or Third Party Services or their related systems or networks; (d) Interfere with or disrupt the integrity or performance of any Offerings or Third Party Services, or third-party data contained therein; (e) Permit direct or indirect access to or use of any Offerings or Third Party Services in a way that circumvents a contractual usage limit, or use any Offerings to access,

copy or use any Anaconda intellectual property except as permitted under these TOS, a Custom Agreement, an Order or the Documentation; (f) Modify, copy or create derivative works of the Offerings or any part, feature, function or user interface thereof except, and then solely to the extent that, such activity is required to be permitted under applicable law; (g) Copy Content except as permitted herein or in an Order, a Custom Agreement or the Documentation or republish any material portion of any Offering in a manner competitive with the offering by Anaconda, including republication on another website or redistribute or embed any or all Offerings in a commercial product for redistribution or resale; (h) Frame or Mirror any part of any Content or Offerings, except if and to the extent permitted in an applicable Custom Agreement or Order for your own Internal Use and as permitted in a Custom Agreement or Documentation; (i) Except and then solely to the extent required to be permitted by applicable law, copy, disassemble, reverse engineer, or decompile an Offering, or access an Offering to build a competitive service by copying or using similar ideas, features, functions or graphics of the Offering. You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of our Offerings or Content. Anaconda reserves the right to end any such activity. If You would like to redistribute or embed any Offering in any product You are developing, please contact the Anaconda team for a third party redistribution commercial license.

2. USERS & LICENSING

2.1 Organizational Use. Your registration, download, use, installation, access, or enjoyment of all Anaconda Offerings on behalf of an organization that has two hundred (200) or more employees or contractors ("**Organizational Use**") requires a paid license of Anaconda Business or Anaconda Enterprise. For sake of clarity, use by government entities and nonprofit entities with over 200 employees or contractors is considered Organizational Use. Purchasing Starter tier license(s) does not satisfy the Organizational Use paid license requirement set forth in this Section 2.1. Educational Entities will be exempt from the paid license requirement, provided that the use of the Anaconda Offering(s) is solely limited to being used for a curriculum-based course. Anaconda reserves the right to monitor the registration, download, use, installation, access, or enjoyment of the Anaconda Offerings to ensure it is part of a curriculum. Utilizing Miniconda to pull package updates from the Anaconda Public Repository without a commercial license (if required by the conditions set forth in Section 2 of this Terms of Service) is considered a violation of the Terms of Service.

2.2 Use by Authorized Users. Your "**Authorized Users**" are your employees, agents, and independent contractors (including outsourcing service providers) who you authorize to use the Anaconda Offering(s) on Your behalf for Your Internal Use, provided that You are responsible for: (a) ensuring that such Authorized Users comply with these TOS or an applicable Custom Agreement; and (b) any breach of these TOS by such Authorized Users.

2.3 Use by Your Affiliates. Your Affiliates may use the Anaconda Offering(s) on Your behalf for Your Internal Use only with prior written approval from Anaconda. Such Affiliate

usage is limited to those Affiliates who were defined as such upon the Effective Date of these TOS. Usage by organizations who become Your Affiliates after the Effective Date may require a separate license, at Anaconda's discretion.

2.4 Licenses for Systems. For each End User Computing Device (“EUCD”) (i.e. laptops, desktop devices) one license covers one installation and a reasonable number of virtual installations on the EUCD (e.g. Docker, VirtualBox, Parallels, etc.). Any other installations, usage, deployments, or access must have an individual license per each additional usage.

2.5 Mirroring. You may only Mirror the Anaconda Offerings with the purchase of a Site License unless explicitly included in an Order Form or Custom Agreement.

2.6 Beta Offerings. Anaconda provides Beta Offerings “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Anaconda has no liability relating to Your use of the Beta Offerings. Unless agreed in writing by Anaconda, You will not put Beta Offerings into production use. You may only use the Beta Offerings for the period specified by Anaconda in writing; (b) Anaconda, in its discretion, may stop providing the Beta Offerings at any time, at which point You must immediately cease using the Beta Offering(s); and (c) Beta Offerings may contain bugs, errors, or other issues..

2.7 Content. In consideration of Your payment of Subscription Fees, Anaconda hereby grants to You and Your Users a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license during the Usage Term to access, input, use, transmit, copy, process, and measure the Content solely (1) within the Offerings and to the extent required to enable the ordinary and unmodified functionality of the Offerings as described in the Offering descriptions, and (2) for your Internal Use. Customer hereby acknowledge that the grant hereunder is solely being provided for your Internal Use and not to modify or to create any derivatives based on the Content.

3. ANACONDA OFFERINGS

3.1 Upgrades or Additional Copies of Offerings. You may only use additional copies of the Offerings beyond Your Order if You have acquired such rights under an agreement with Anaconda and you may only use Upgrades under Your Order to the extent you have discontinued use of prior versions of the Offerings.

3.2 Changes to Offerings; Maintenance. Anaconda may: (a) enhance or refine an Offering, although in doing so, Anaconda will not materially reduce the core functionality of that Offering, except as contemplated in Section 3.4 (End of Life); and (b) perform scheduled maintenance of the infrastructure and software used to provide an Offering, during which You may experience some disruption to that Offering. Whenever reasonably practicable, Anaconda will provide You with advance notice of such maintenance. You acknowledge that occasionally, Anaconda may need to perform emergency maintenance without providing You advance notice, during which Anaconda may temporarily suspend Your access to, and use of, the Offering.

3.3 Use with Third Party Products. If You use the Anaconda Offering(s) with third party products, such use is at Your risk. Anaconda does not provide support or guarantee ongoing integration support for products that are not a native part of the Anaconda Offering(s).

3.4 End of Life. Anaconda reserves the right to discontinue the availability of an Anaconda Offering, including its component functionality, hereinafter referred to as “**End of Life**” or “**EOL**”, by providing written notice through its official website, accessible at www.anaconda.com at least sixty (60) days prior to the EOL. In such instances, Anaconda is under no obligation to provide support in the transition away from the EOL Offering or feature, You shall transition to the latest version of the Anaconda Offering, as soon as the newest Version is released in order to maintain uninterrupted service. In the event that You or Your designated Anaconda Partner have previously remitted a prepaid fee for the utilization of Anaconda Offering, and if the said Offering becomes subject to End of Life (EOL) before the end of an existing Usage Term, Anaconda shall undertake commercially reasonable efforts to provide the necessary information to facilitate a smooth transition to an alternative Anaconda Offering that bears substantial similarity in terms of functionality and capabilities. Anaconda will not be held liable for any direct or indirect consequences arising from the EOL of an Offering or feature, including but not limited to data loss, service interruption, or any impact on business operations.

4. OPEN SOURCE, CONTENT & APPLICATIONS

4.1 Open-Source Software & Packages. Our Offerings include open-source libraries, components, utilities, and third-party software that is distributed or otherwise made available as “free software,” “open-source software,” or under a similar licensing or distribution model (“Open-Source Software”), which may be subject to third party open-source license terms (the “Open-Source Terms”). Certain Offerings are intended for use with open-source Python and R software packages and tools for statistical computing and graphical analysis (“Packages”), which are made available in source code form by third parties and Community Users. As such, certain Offerings interoperate with certain Open-Source Software components, including without limitation Open Source Packages, as part of its basic functionality; and to use certain Offerings, You will need to separately license Open-Source Software and Packages from the licensor. Anaconda is not responsible for Open-Source Software or Packages and does not assume any obligations or liability with respect to You or Your Users’ use of Open-Source Software or Packages. Notwithstanding anything to the contrary, Anaconda makes no warranty or indemnity hereunder with respect to any Open-Source Software or Packages. Some of such Open-Source Terms or other license agreements applicable to Packages determine that to the extent applicable to the respective Open-Source Software or Packages licensed thereunder. Any such terms prevail over any conflicting license terms, including these TOS. Anaconda will use best efforts to use only Open-Source Software and Packages that do not impose any obligation or affect the Customer Data (as defined hereinafter) or Intellectual Property Rights of Customer (beyond what is stated in the Open-Source Terms and herein), on an ordinary use of our Offerings that do not involve any modification, distribution, or independent use of such Open-Source Software.

4.2 Open Source Project Affiliation. Anaconda's software packages are not affiliated with upstream open source projects. While Anaconda may distribute and adapt open source software packages for user convenience, such distribution does not imply any endorsement, approval, or validation of the original software's quality, security, or suitability for specific purposes.

4.3 Third-Party Services and Content. You may access or use, at Your sole discretion, certain third-party products, services, and Content that interoperate with the Offerings including, but not limited to: (a) third party Packages, components, applications, services, data, content, or resources found in the Offerings, and (b) third-party service integrations made available through the Offerings or APIs (collectively, "**Third-Party Services**"). Each Third-Party Service is governed by the applicable terms and policies of the third-party provider. The terms under which You access, use, or download Third-Party Services are solely between You and the applicable Third-Party Service provider. Anaconda does not make any representations, warranties, or guarantees regarding the Third-Party Services or the providers thereof, including, but not limited to, the Third-Party Services' continued availability, security, and integrity. Third-Party Services are made available by Anaconda on an "AS IS" and "AS AVAILABLE" basis, and Anaconda may cease providing them in the Offerings at any time in its sole discretion and You shall not be entitled to any refund, credit, or other compensation.

5. CUSTOMER CONTENT, APPLICATIONS & RESPONSIBILITIES

5.1 Customer Content and Applications. Your content remains your own. We assume no liability for the content you publish through our services. However, you must adhere to our Acceptable Use Policy while utilizing our platform. You can share your submitted Customer Content or Customer Applications with others using our Offerings. By sharing Your Content, you grant legal rights to those You give access to. Anaconda has no responsibility to enforce, police, or otherwise aid You in enforcing or policing the terms of the license(s) or permission(s) You have chosen to offer. Anaconda is not liable for third-party misuse of your submitted Customer Content or Customer Applications on our Offerings. Customer Applications does not include any derivative works that might be created out of open source where the license prohibits derivative works.

5.2 Removal of Customer Content and Applications. If You received a removal notification regarding any Customer Content or a Customer Application due to legal reasons or policy violations, you promptly must do so. If You don't comply or the violation persists, Anaconda may disable the Content or your access to the Content. If required, You must confirm in writing that you've deleted or stopped using the Customer Content or Customer Applications. Anaconda might also remove Customer Content or Customer Applications if requested by a Third-party rights holder whose rights have been violated. Anaconda isn't obliged to store or provide copies of Customer Content or Customer Applications that have been removed, is Your responsibility to maintain a back-up of Your Content.

5.3 Protecting Account Access. You will keep all account information up to date, use reasonable means to protect Your account information, passwords, and other login credentials, and promptly notify Anaconda of any known or suspected unauthorized use of or access to Your account.

6. YOUR DATA, PRIVACY & SECURITY

6.1 Your Data. Your Data, hereinafter “**Customer Data**”, is any data, files, attachments, text, images, reports, personal information, or any other data that is, uploaded or submitted, transmitted, or otherwise made available, to or through the Offerings, by You or any of your Authorized Users and is processed by Anaconda on your behalf. For the avoidance of doubt, Anonymized Data is not regarded as Customer Data. You retain all right, title, interest, and control, in and to the Customer Data, in the form submitted to the Offerings. Subject to these TOS, You grant Anaconda a worldwide, royalty-free, non-exclusive license to store, access, use, process, copy, transmit, distribute, perform, export, and display the Customer Data, and solely to the extent that reformatting Customer Data for display in the Offerings constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The aforementioned license is hereby granted solely: (i) to maintain, improve and provide You the Offerings; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of these TOS; (iv) to comply with a valid legal subpoena, request, or other lawful process; (v) detect and avoid overage of use of our Offering and confirm compliance by Customer with these TOS and other applicable agreements and policies; (vi) to create Anonymized Data whether directly or through telemetry, and (vi) as expressly permitted in writing by You. Anaconda may use and retain your Account Information for business purposes related to these TOS and to the extent necessary to meet Anaconda’s legal compliance obligations (including, for audit and anti-fraud purposes). We reserve the right to utilize aggregated data to enhance our Offerings functionality, ensure compliance, avoid Offering overuse, and derive insights from customer behavior, in strict adherence to our Privacy Policy.

6.2 Processing Customer Data. The ordinary operation of certain Offerings requires Customer Data to pass through Anaconda’s network. To the extent that Anaconda processes Customer Data on your behalf that includes Personal Data, Anaconda will handle such Personal Data in compliance with our Data Processing Addendum.

6.3 Privacy Policy. If You obtained the Offering under these TOS, the conditions pertaining to the handling of your Personal Data, as described in our Privacy Policy, shall govern. However, in instances where your offering acquisition is executed through a Custom Agreement, the terms articulated within our Data Processing Agreement (“DPA”) shall take precedence over our Privacy Policy concerning data processing matters.

6.4 Aggregated Data. Anaconda retains all right, title, and interest in the models, observations, reports, analyses, statistics, databases, and other information created, compiled, analyzed, generated or derived by Anaconda from platform, network, or traffic

data in the course of providing the Offerings (“**Aggregated Data**”). To the extent the Aggregated Data includes any Personal Data, Anaconda will handle such Personal Data in compliance with applicable data protection laws and the Privacy Policy or DPA, as applicable.

6.5 Offering Security. Anaconda will implement industry standard security safeguards for the protection of Customer Confidential Information, including any Customer Content originating or transmitted from or processed by the Offerings and/or cached on or within Anaconda’s network and stored within the Offerings in accordance with its policies and procedures. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management procedures.

7. SUPPORT

7.1 Support Services. Anaconda offers Support Services that may be included with an Offering. Anaconda will provide the purchased level of Support Services in accordance with the terms of the Support Policy as detailed in the applicable Order. Unless ordered, Anaconda shall have no responsibility to deliver Support Services to You. The Support Service Levels and Tiers are described in the relevant Support Policy, found here.

7.2 Information Backups. You are aware of the risk that Your Content may be lost or irreparably damaged due to faults, suspension, or termination. While we might back up data, we cannot guarantee these backups will occur to meet your frequency needs or ensure successful recovery of Your Content. It is your obligation to back up any Content you wish to preserve. We bear no legal liability for the loss or damage of Your Content.

8. OWNERSHIP & INTELLECTUAL PROPERTY

8.1 General. Unless agreed in writing, nothing in these TOS transfers ownership in, or grants any license to, any Intellectual Property Rights.

8.2 Feedback. Anaconda may use any feedback You provide in connection with Your use of the Anaconda Offering(s) as part of its business operations. You hereby agree that any feedback provided to Anaconda will be the intellectual property of Anaconda without compensation to the provider, author, creator, or inventor of providing the feedback.

8.3 DMCA Compliance. You agree to adhere to our Digital Millennium Copyright Act (DMCA) policies established in our Acceptable Use Policy.

9. CONFIDENTIAL INFORMATION

9.1 Confidential Information. In connection with these TOS and the Offerings (including the evaluation thereof), each Party (“**Discloser**”) may disclose to the other Party (“**Recipient**”), non-public business, product, technology and marketing information, including without limitation, customers lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior or after the Effective Date (“Confidential Information”). For the avoidance of doubt, (i) Customer Data is regarded as your Confidential Information, and (ii) our Offerings, including Beta Offerings, and inclusive of their underlying technology, and their respective performance information, as well as any data, reports, and materials we provided to You in connection with your evaluation or use of the Offerings, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Discloser; (b) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (c) is received from a third party without breach of any obligation owed to the Discloser; or (d) was independently developed by the Recipient without any use or reference to the Confidential Information.

9.2 Confidentiality Obligations. The Recipient will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, service providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these TOS and to consultants and advisors to such party, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.

9.3 Compelled Disclosure. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that to the extent legally permissible, the Recipient shall make best efforts to provide prompt written notice of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure.

10. INDEMNIFICATION

10.1 By Customer. Customer hereby agree to indemnify, defend and hold harmless Anaconda and our Affiliates and their respective officers, directors, employees and agents from and against any and all claims, damages, obligations, liabilities, losses, reasonable expenses or costs incurred as a result of any third party claim arising from (i) You and/or any of your Authorized Users’, violation of these TOS or applicable law; and/or (ii) Customer Data and/or Customer Content, including the use of Customer Data and/or Customer Content by Anaconda and/or any of our subcontractors, which infringes or violates, any third party’s rights, including, without limitation, Intellectual Property Rights.

10.2 By Anaconda. Anaconda will defend any third party claim against You that Your valid use of Anaconda Offering(s) under Your Order infringes a third party's U.S. patent, copyright or U.S. registered trademark (the "IP Claim"). Anaconda will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that You: (a) promptly notify Anaconda in writing of the IP Claim; (b) fully cooperate with Anaconda in the defense of the IP Claim; and (c) grant Anaconda the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal. Anaconda will have no obligation to reimburse You for Your attorney fees and costs in connection with any IP Claim for which Anaconda is providing defense and indemnification hereunder. You, at Your own expense, may retain Your own legal representation.

10.3 Additional Remedies. If an IP Claim is made and prevents Your exercise of the Usage Rights, Anaconda will either procure for You the right to continue using the Anaconda Offering(s), or replace or modify the Anaconda Offering(s) with functionality that is non-infringing. Only if Anaconda determines that these alternatives are not reasonably available, Anaconda may terminate Your Usage Rights granted under these TOS upon written notice to You and will refund You a prorated portion of the fee You paid for the Anaconda Offering(s) for the remainder of the unexpired Usage Term.

10.4 Exclusions. Anaconda has no obligation regarding any IP Claim based on: (a) compliance with any designs, specifications, or requirements You provide or a third party provides; (b) Your modification of any Anaconda Offering(s) or modification by a third party; (c) the amount or duration of use made of the Anaconda Offering(s), revenue You earned, or services You offered; (d) combination, operation, or use of the Anaconda Offering(s) with non-Anaconda products, software or business processes; (e) Your failure to modify or replace the Anaconda Offering(s) as required by Anaconda; or (f) any Anaconda Offering(s) provided on a no charge, beta or evaluation basis; or (g) your use of the Open Source Software and/or Third Party Services made available to You within the Anaconda Offerings.

10.5 Exclusive Remedy. This Section 9 (Indemnification) states Anaconda's entire obligation and Your exclusive remedy regarding any IP Claim against You.

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability. Neither Party will be liable for indirect, incidental, exemplary, punitive, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings except as a result of violation of Anaconda's Intellectual Property Rights. Except as a result of violation of Anaconda's Intellectual Property Rights, the maximum aggregate liability of each party under these TOS is limited to: (a) for claims solely arising from software licensed on a perpetual basis, the fees received by Anaconda for that Offering; or (b) for all other claims, the fees received by Anaconda for the applicable Anaconda Offering and attributable to the 12 month period immediately preceding the first claim giving rise to such liability; provided if no fees have been received by Anaconda, the maximum aggregate

liability shall be one hundred US dollars (\$100). This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in these TOS limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

12. FEES & PAYMENT

12.1 Fees. Orders for the Anaconda Offering(s) are non-cancellable. Fees for Your use of an Anaconda Offering are set out in Your Order or similar purchase terms with Your Approved Source. If payment is not received within the specified payment terms, any overdue and unpaid balances will be charged interest at a rate of five percent (5%) per month, charged daily until the balance is paid.

12.2 Billing. You agree to provide us with updated, accurate, and complete billing information, and You hereby authorize Anaconda, either directly or through our payment processing service or our Affiliates, to charge the applicable Fees set forth in Your Order via your selected payment method, upon the due date. Unless expressly set forth herein, the Fees are non-cancelable and non-refundable. We reserve the right to change the Fees at any time, upon notice to You if such change may affect your existing Subscriptions or other renewable services upon renewal. In the event of failure to collect the Fees You owe, we may, at our sole discretion (but shall not be obligated to), retry to collect at a later time, and/or suspend or cancel the Account, without notice. If You pay fees by credit card, Anaconda will charge the credit card in accordance with Your Subscription plan. You remain liable for any fees which are rejected by the card issuer or charged back to Anaconda.

12.3 Taxes. The Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, which may be imposed in respect of these TOS and the purchase or sale, of the Offerings or other services set forth in the Order (the "Taxes"), except for Taxes imposed on our income.

12.4 Payment Through Anaconda Partner. If You purchased an Offering from an Anaconda Partner or other Approved Source, then to the extent there is any conflict between these TOS and any terms of service entered between You and the respective Partner, including any purchase order, then, as between You and Anaconda, these TOS shall prevail. Any rights granted to You and/or any of the other Users in a separate agreement with a Partner which are not contained in these TOS, apply only in connection with the Partner.

13. TERM, TERMINATION & SUSPENSION

13.1 Subscription Term. The Offerings are provided on a subscription basis for the term specified in your Order (the "Subscription Term"). The termination or suspension of an individual Order will not terminate or suspend any other Order. If these TOS are terminated in whole, all outstanding Order(s) will terminate.

13.2 Subscription Auto-Renewal. To prevent interruption or loss of service when using the Offerings or any Subscription and Support Services will renew automatically, unless You cancel your license to the Offering, Subscription or Support Services agreement prior to their expiration.

13.3 Termination. If a party materially breaches these TOS and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate these TOS for cause. Anaconda may immediately terminate your Usage Rights if You breach Section 1 (Access & Use), Section 4 (Open Source, Content & Applications), Section 8 (Ownership & Intellectual Property) or Section 16.10 (Export) or any of the Offering Descriptions.

13.4 Survival. Section 8 (Ownership & Intellectual Property), Section 6.4 (Aggregated Data), Section 9 (Confidential Information), Section 9.3 (Warranty Disclaimer), Section 12 (Limitation of Liability), Section 14 (Term, Termination & Suspension), obligations to make payment under Section 13 which accrued prior to termination (Fees & Payment), Section 14.4 (Survival), Section 14.5 (Effect of Termination), Section 15 (Records, User Count) and Section 16 (General Provisions) survive termination or expiration of these TOS.

13.5 Effect of Termination. Upon termination of the TOS, You must stop using the Anaconda Offering(s) and destroy any copies of Anaconda Proprietary Technology and Confidential Information within Your control. Upon Anaconda's termination of these TOS for Your material breach, You will pay Anaconda or the Approved Source any unpaid fees through to the end of the then-current Usage Term. If You continue to use or access any Anaconda Offering(s) after termination, Anaconda or the Approved Source may invoice You, and You agree to pay, for such continued use. Anaconda may require evidence of compliance with this Section 13. Upon request, you agree to provide evidence of compliance to Anaconda demonstrating that all proprietary Anaconda Offering(s) or components thereof have been removed from your systems. Such evidence may be in the form of a system scan report or other similarly detailed method.

13.6 Excessive Usage. We shall have the right to throttle or restrict Your access to the Offerings where we, at our sole discretion, believe that You and/or any of your Authorized Users, have misused the Offerings or otherwise use the Offerings in an excessive manner compared to the anticipated standard use (at our sole discretion) of the Offerings, including, without limitation, excessive network traffic and bandwidth, size and/or length of Content, quality and/or format of Content, sources of Content, volume of download time, etc.

14. RECORDS, USER COUNT

14.1 Verification Records. During the Usage Term and for a period of thirty six (36) months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Anaconda Offering(s) sufficient to verify compliance with these TOS ("Verification Records"). Upon reasonable advance notice, and no more than once per 12 month period unless the prior review showed a breach by You,

You will, within thirty (30) days from Anaconda's notice, allow Anaconda and/or its auditors access to the Verification Records and any applicable books, systems (including Anaconda product(s) or other equipment), and accounts during Your normal business hours.

14.2 Quarterly User Count. In accordance with the pricing structure stipulated within the relevant Order Form and this Agreement, in instances where the pricing assessment is contingent upon the number of users, Anaconda will conduct a periodic true-up on a quarterly basis to ascertain the alignment between the actual number of users utilizing the services and the initially reported user count, and to assess for any unauthorized or noncompliant usage.

14.3 Penalties for Overage or Noncompliant Use. Should the actual User count exceed the figure initially provided, or unauthorized usage is uncovered, the contracting party shall remunerate the difference to Anaconda, encompassing the additional Users or noncompliant use in compliance with Anaconda's then-current pricing terms. The payment for such difference shall be due in accordance with the invoicing and payment provisions specified in these TOS and/or within the relevant Order and the Agreement. In the event there is no custom commercial agreement beyond these TOS between You and Anaconda at the time of a true-up pursuant to Section 14.2, and said true-up uncovers unauthorized or noncompliant usage, You will remunerate Anaconda via a settlement amount or back bill for any fees owed as a result of all unauthorized usage after April of 2020. Fees may be waived by Anaconda at its discretion. In addition to any charges for User counts, Anaconda may, at its sole discretion, also calculate damages based on activity metrics such as installers, packages or mirrors.

15. GENERAL PROVISIONS

15.1 Order of Precedence. If there is any conflict between these TOS and any Offering Description expressly referenced in these TOS, the order of precedence is: (a) such Offering Description; (b) these TOS (excluding the Offering Description and any Anaconda policies); then (c) any applicable Anaconda policy expressly referenced in these TOS and any agreement expressly incorporated by reference. If there is a Custom Agreement, the Custom Agreement shall control over these TOS.

15.2 Entire Agreement. These TOS are the complete agreement between the parties regarding the subject matter of these TOS and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral) unless a Custom Agreement has been executed where, in such case, the Custom Agreement shall continue in full force and effect and shall control.

15.3 Modifications to the TOS. Anaconda may change these TOS or any of its components by updating these TOS on legal.anaconda.com/terms-of-service. Changes to the TOS apply to any Orders acquired or renewed after the date of modification.

15.4 Third Party Beneficiaries. These TOS do not grant any right or cause of action to any third party.

15.5 Assignment. Anaconda may assign this Agreement to (a) an Affiliate; or (b) a successor or acquirer pursuant to a merger or sale of all or substantially all of such party's assets at any time and without written notice. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of Anaconda and their respective successors and permitted assigns.

15.6 US Government End Users. The Offerings and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All US Government end users acquire the Offering(s) and Documentation with only those rights set forth in these TOS. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the US Government. In no event shall source code be provided or considered to be a deliverable or a software deliverable under these TOS.

15.7 Anaconda Partner Transactions. If You purchase access to an Anaconda Offering from an Anaconda Partner, the terms of these TOS apply to Your use of that Anaconda Offering and prevail over any inconsistent provisions in Your agreement with the Anaconda Partner.

15.8 Children and Minors. If You are under 18 years old, then by entering into these TOS You explicitly stipulate that (i) You have legal capacity to consent to these TOS or Your parent or legal guardian has done so on Your behalf; (ii) You understand the **Anaconda Privacy Policy; and (iii) You understand that certain underage users are strictly prohibited from using certain features and functionalities provided by the Anaconda Offering(s).** You may not enter into these TOS if You are under 13 years old. Anaconda does not intentionally seek to collect or solicit personal information from individuals under the age of 13. In the event we become aware that we have inadvertently obtained personal information from a child under the age of 13 without appropriate parental consent, we shall expeditiously delete such information. If applicable law allows the utilization of an Offering with parental consent, such consent shall be demonstrated in accordance with the prescribed process outlined by Anaconda's Privacy Policy for obtaining parental approval.

15.9 Compliance with Laws. Each party will comply with all laws and regulations applicable to their respective obligations under these TOS.

15.10 Export. The Anaconda Offerings are subject to U.S. and local export control and sanctions laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export or re-export any Anaconda Offerings in a way that would cause Anaconda to violate those laws. You also agree to obtain any required licenses or authorizations. Without limiting the foregoing, You may not acquire Offerings if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons

List, Unverified List or Entity List or (2) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

15.11 Governing Law and Venue. THESE TOS, AND ANY DISPUTES ARISING FROM THEM, WILL BE GOVERNED EXCLUSIVELY BY THE GOVERNING LAW OF DELAWARE AND WITHOUT REGARD TO CONFLICTS OF LAWS RULES OR THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. EACH PARTY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED WITHIN THE STATE OF DELAWARE. EACH PARTY DOES HEREBY WAIVE HIS/HER/ITS RIGHT TO A TRIAL BY JURY, TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDING OR TO NAME UNNAMED MEMBERS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDINGS. You acknowledge that any violation of the requirements under Section 4 (Ownership & Intellectual Property) or Section 7 (Confidential Information) may cause irreparable damage to Anaconda and that Anaconda will be entitled to seek injunctive and other equitable or legal relief to prevent or compensate for such unauthorized use.

15.12 California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

15.13 Notices. Any notice delivered by Anaconda to You under these TOS will be delivered via email, regular mail or postings on www.anaconda.com. Notices to Anaconda should be sent to Anaconda, Inc., Attn: Legal at 1108 Lavaca Street, Suite 110-645 Austin, TX 78701 and legal@anaconda.com.

15.14 Publicity. Anaconda reserves the right to reference You as a customer and display your logo and name on our website and other promotional materials for marketing purposes. Any display of your logo and name shall be in compliance with Your branding guidelines, if provided by notice pursuant to Section 15.13 by You. Except as provided in this Section 15.14 or by separate mutual written agreement, neither party will use the logo, name or trademarks of the other party or refer to the other party in any form of publicity or press release without such party's prior written approval.

15.15 Force Majeure. Except for payment obligations, neither Party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.

15.16 No Waiver; Severability. Failure by either party to enforce any right under these TOS will not waive that right. If any portion of these TOS are not enforceable, it will not affect any other terms.

15.17 Electronic Signatures. IF YOUR ACCEPTANCE OF THESE TERMS FURTHER EVIDENCED BY YOUR AFFIRMATIVE ASSENT TO THE SAME (E.G., BY A "CHECK THE BOX" ACKNOWLEDGMENT PROCEDURE), THEN THAT AFFIRMATIVE ASSENT IS THE EQUIVALENT OF YOUR ELECTRONIC SIGNATURE TO THESE TERMS. HOWEVER, FOR THE AVOIDANCE OF DOUBT, YOUR ELECTRONIC SIGNATURE IS NOT REQUIRED TO EVIDENCE OR FACILITATE YOUR ACCEPTANCE AND AGREEMENT TO THESE TERMS, AS YOU AGREE THAT THE CONDUCT DESCRIBED IN THESE TOS AS RELATING TO YOUR ACCEPTANCE AND AGREEMENT TO THESE TERMS ALONE SUFFICES.

16. DEFINITIONS

"Affiliate" means any corporation or legal entity that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

"Anaconda" "we" "our" or "us" means Anaconda, Inc. or its applicable Affiliate(s).

"Anaconda Content" means any: Anaconda Content includes geographic and domain information, rules, signatures, threat intelligence and data feeds and Anaconda's compilation of suspicious URLs.

"Anaconda Partner" or **"Partner"** means an Anaconda authorized reseller, distributor or systems integrator authorized by Anaconda to sell Anaconda Offerings.

"Anaconda Offering" or **"Offering"** means the Anaconda Services, Anaconda software, Documentation, software development kits ("SDKs"), application programming interfaces ("APIs"), and any other items or services provided by Anaconda any Upgrades thereto under the terms of these TOS, the relevant Offering Descriptions, as identified in the relevant Order, and/or any updates thereto.

"Anaconda Proprietary Technology" means any software, code, tools, libraries, scripts, APIs, SDKs, templates, algorithms, data science recipes (including any source code for data science recipes and any modifications to such source code), data science workflows, user interfaces, links, proprietary methods and systems, know-how, trade secrets, techniques, designs, inventions, and other tangible or intangible technical material, information and works of authorship underlying or otherwise used to make available the Anaconda Offerings including, without limitation, all Intellectual Property Rights therein and thereto.

"Anaconda Service" means Support Services and any other consultation or professional services provided by or on behalf of Anaconda under the terms of the Agreement, as identified in the applicable Order and/or SOW.

"Approved Source" means Anaconda or an Anaconda Partner.

"Anonymized Data" means any Personal Data (including Customer Personal Data) and data regarding usage trends and behavior with respect to Offerings, that has been

anonymized such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by Anaconda or any other party reasonably likely to receive or access that anonymized Personal Data or usage trends and behavior.

“Authorized Users” means Your Users, Your Affiliates who have been identified to Anaconda and approved, Your third-party service providers, and each of their respective Users who are permitted to access and use the Anaconda Offering(s) on Your behalf as part of Your Order.

“Beta Offerings” Beta Offerings means any portion of the Offerings offered on a “beta” basis, as designated by Anaconda, including but not limited to, products, plans, services, and platforms.

“Content” means Packages, components, applications, services, data, content, or resources, which are available for download access or use through the Offerings, and owned by third-party providers, defined herein as Third Party Content, or Anaconda, defined herein as Anaconda Content.

“Documentation” means the technical specifications and usage materials officially published by Anaconda specifying the functionalities and capabilities of the applicable Anaconda Offerings.

“Educational Entities” means educational organizations, classroom learning environments, or academic instructional organizations.

“Fees” mean the costs and fees for the Anaconda Offerings(s) set forth within the Order and/or SOW, or any fees due immediately when purchasing via the web-portal.

“Government Entities” means any body, board, department, commission, court, tribunal, authority, agency or other instrumentality of any such government or otherwise exercising any executive, legislative, judicial, administrative or regulatory functions of any Federal, State, or local government (including multijurisdictional agencies, instrumentalities, and entities of such government)

“Internal Use” means Customer’s use of an Offering for Customer’s own internal operations, to perform Python/R data science and machine learning on a single platform from Customer’s systems, networks, and devices. Such use does not include use on a service bureau basis or otherwise to provide services to, or process data for, any third party, or otherwise use to monitor or service the systems, networks, and devices of third parties.

“Intellectual Property Rights” means any and all now known or hereafter existing worldwide: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) Confidential Information, including trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of

every kind and nature other than trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing.

“Malicious Code” means code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Anaconda Offerings (for example, as part of some of Anaconda’s Security Offering(s)).

“Mirror” or “Mirroring” means the unauthorized or authorized act of duplicating, copying, or replicating an Anaconda Offering, (e.g. repository, including its contents, files, and data),, from Anaconda's servers to another location. If Mirroring is not performed under a site license, or by written authorization by Anaconda, the Mirroring constitutes a violation of Anaconda's Terms of Service and licensing agreements.

“Offering Description” means a legally structured and detailed description outlining the features, specifications, terms, and conditions associated with a particular product, service, or offering made available to customers or users. The Offering Description serves as a legally binding document that defines the scope of the offering, including pricing, licensing terms, usage restrictions, and any additional terms and conditions.

“Order” or “Order Form” means a legally binding document, website page, or electronic mail that outlines the specific details of Your purchase of Anaconda Offerings or Anaconda Services, including but not limited to product specifications, pricing, quantities, and payment terms either issued by Anaconda or from an Approved Source.

“Personal Data” Refers to information falling within the definition of 'personal data' and/or 'personal information' as outlined by Relevant Data Protection Regulations, such as a personal identifier (e.g., name, last name, and email), financial information (e.g., bank account numbers) and online identifiers (e.g., IP addresses, geolocation).

“Relevant Data Protection Regulations” mean, as applicable, (a) Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5) along with any supplementary or replacement bills enacted into law by the Government of Canada (collectively “PIPEDA”); (b) the General Data Protection Regulation (Regulation (EU) 2016/679) and applicable laws by EU member states which either supplement or are necessary to implement the GDPR (collectively “GDPR”); (c) the California Consumer Privacy Act of 2018 (Cal. Civ. Code § 1798.198(a)), along with its various amendments (collectively “CCPA”); (d) the GDPR as applicable under section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended) (collectively “UK GDPR”); (e) the Swiss Federal Act on Data Protection of June 19, 1992 and as it may be revised from time to time (the “FADP”); and (f) any other applicable law related to the protection of Personal Data.

“Site License” means a License that confers Customer the right to use Anaconda Offerings throughout an organization, encompassing authorized Users without requiring individual licensing arrangements. Site Licenses have limits based on company size as set forth in a

relevant Order, and does not cover future assignment of Users through mergers and acquisitions unless otherwise specified in writing by Anaconda.

“Software” means the Anaconda Offerings, including Upgrades, firmware, and applicable Documentation.

“Subscription” means the payment of recurring Fees for accessing and using Anaconda's Software and/or an Anaconda Service over a specified period. Your subscription grants you the right to utilize our products, receive updates, and access support, all in accordance with our terms and conditions for such Offering.

“Subscription Fees” means the costs and Fees associated with a Subscription.

“Support Services” means the support and maintenance services provided by Anaconda to You in accordance with the relevant support and maintenance policy (**“Support Policy”**) located at legal.anaconda.com/support-policy.

“Third Party Services” means external products, applications, or services provided by entities other than Anaconda. These services may be integrated with or used in conjunction with Anaconda's offerings but are not directly provided or controlled by Anaconda.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

“Usage Term” means the period commencing on the date of delivery and continuing until expiration or termination of the Order, during which period You have the right to use the applicable Anaconda Offering.

“User” means the individual, system (e.g. virtual machine, automated system, server-side container, etc.) or organization that (a) has visited, downloaded or used the Offerings(s), (b) is using the Offering or any part of the Offerings(s), or (c) directs the use of the Offerings(s) in the performance of its functions.

“Version” means the Offering configuration identified by a numeric representation, whether left or right of the decimal place.

OFFERING DESCRIPTION: FREE TIER

This Offering Description describes Anaconda's **Free Tier (“Free”)** offering. Your Subscription to Free is governed by this Offering Description, and the Anaconda Terms of Service (the **“TOS”**, available [here](#)), collectively the **“Agreement”**, between You (**“You”**) and Anaconda, Inc. (**“We”** or **“Anaconda”**). In the event of a conflict, the order of precedence is as follows: 1) this Offering Description; 2) if applicable, a Custom Agreement; and 3) the TOS if no Custom Agreement is in place. Capitalized terms used in this Offering Description and/or the Order not otherwise defined herein, including in Section 6 (Definitions), have the meaning given to them in the TOS or Custom Agreement, as

applicable. Anaconda may, at any time, terminate this Agreement and the license granted hereunder if You fail to comply with any term of this Agreement.

1. **Free License Grants.** Nothing in this Offering Description shall be construed as a license to any other Offering of Anaconda except for the licenses explicitly set forth herein.
2. **Offering Description Changes.** Anaconda reserves the right, at its sole discretion, to modify or replace these Terms and Conditions at any time. Anaconda will make reasonable efforts to notify You of any material changes to this Offering Description.
3. **Modifications; Discontinuation.** We reserve the right to modify or discontinue any Offerings available to Free subscribers, in whole or in part, at our sole discretion and without prior notice. Such modifications may include but are not limited to, changes to the features, functionalities, interfaces, or availability of an Offering.
4. **Updates.** Anaconda may, at its option, make available new features, bug fixes, performance improvements, or other updates to an Offering. Unless the updates are provided with their separate governing terms, they are deemed part of this Offering Description and licensed to You as provided herein.
5. **Anaconda Distribution Installer.** In order to access some features and functionalities of Free, You may need to first download and install the Anaconda Distribution Installer (hereinafter “Distribution”).
 1. **Anaconda Distribution License Grant.** Subject to the terms of this Agreement, Anaconda hereby grants You a non-exclusive, non-transferable license to: (1) Install and use the Distribution on Your premises; (2) modify and create derivative works of sample source code delivered in the Distribution from the Anaconda Public Repository; and (3) redistribute code files in source (if provided to You by Anaconda as source) and binary forms, with or without modification subject to the requirements set forth below. Anaconda may, at any time, terminate this Agreement and the license granted hereunder if You fail to comply with any term of this Agreement.
 2. **Redistribution.** Redistribution and use in source and binary forms of the source code delivered in the Distribution from the Anaconda Public Repository, with or without modification, are permitted provided that the following conditions are met: (1) Redistributions of source code must retain the copyright notice set forth in 2.2, this list of conditions and the following disclaimer; (2) Redistributions in binary form must reproduce the following copyright notice set forth in 2.2, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution; (3) Neither the name of Anaconda nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

3. **Updates.** Anaconda may, at its option, make available patches, workarounds or other updates to the Distribution.
6. **Miniconda.** In order to access some features and functionalities of Free, You may need to first download and install Miniconda.
 1. **Copyright Notice.** Miniconda® © 2015-2024, Anaconda, Inc. All rights reserved under the 3-clause BSD License.
 2. **License Grant.** Subject to the terms of this Agreement, Anaconda hereby grants You a non-exclusive, non-transferable license to: (1) Install and use Miniconda®; (2) Modify and create derivative works of sample source code delivered in Miniconda® subject to the Anaconda Terms of Service (available at <https://legal.anaconda.com/policies/en/?name=terms-of-service>); and (3) Redistribute code files in source (if provided to You by Anaconda as source) and binary forms, with or without modification subject to the requirements set forth below.
 3. **Updates.** Anaconda may, at its option, make available patches, workarounds or other updates to Miniconda®. Unless the updates are provided with their separate governing terms, they are deemed part of Miniconda® licensed to You as provided in this Agreement.
 4. **Support.** This Agreement does not entitle You to any support for Miniconda®.
 5. **Redistribution.** Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (1) Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer; (2) Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
 6. **Intellectual Property Notice.** You acknowledge that, as between You and Anaconda, Anaconda owns all right, title, and interest, including all intellectual property rights, in and to Miniconda® and, with respect to third-party products distributed with or through Miniconda®, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to such products.
 7. **Package Updates.** Utilizing Miniconda to pull package updates from the Anaconda Public Repository without a commercial license (if required by the conditions set forth in Section 2 of the Terms of Service) is considered a violation of the Terms of Service.
7. **Anaconda Navigator.** Navigator offers seamless integration with various Anaconda Offerings providing users with a comprehensive suite of tools to support their data science and analytical workflows.
 1. **Updates.** Anaconda may, at its option, make available new features, bug fixes, performance improvements, or other updates to AI Assistant. Unless the updates are provided with their separate governing terms,

they are deemed part of AI Assistant licensed to You as provided in this Agreement.

2. **Intended Integrations.** Navigator is designed to integrate other Anaconda Offerings. By using Navigator, You agree to adhere to the applicable terms and conditions specific to the particular Offering being utilized.
8. **Anaconda Public Repository.**
 1. **License Grant.** Subject to the terms of this Agreement, Anaconda hereby grants You a non-exclusive, non-transferable license to: (1) Use the Public Repository in accordance to the number of licenses purchased in a non-commercial environment (unless otherwise specified in writing by Anaconda); (2) Access and use the Premium Repository for the sole purpose of internal development of software or models or for internal development of proprietary software packages; (3) Redistribute code files in source (if provided to You by Anaconda as source) and binary forms, with or without modification, subject to the requirements set forth below; and (4) Modify and create derivative works of sample source code delivered in the Premium Repository for internal use.
 2. **License Restrictions.** You shall not (i) store the Public Repository on any mobile device (for example, a laptop, external drive or smartphone) or (ii) transmit the Public Repository or any of its contents electronically unless encrypted.
 3. **Redistribution.** The Premium Repository in its entirety is not to be part of a commercial product for resale. Redistribution of the Public Repository in its entirety requires a paid redistribution license. Redistribution and use in source and binary forms, with or without modification, are permitted.
9. **AI Assistant.**
 1. **Description.** AI Assistant is a software application provided by Anaconda to assist You in writing, explaining, and debugging code within Anaconda Notebooks.
 2. **License Restrictions.** No license is granted to You to modify, distribute, or otherwise use AI Assistant except as an aggregate of Anaconda Notebooks.
 3. **Intended Integrations.** Anaconda Assistant is designed to integrate with Anaconda Data Catalogs and Anaconda Navigator. By using AI Assistant, You agree to the applicable terms of Anaconda Data Catalogs and Anaconda Navigator.
 4. **Disclaimer.** While Anaconda has taken great care to train AI Assistant to provide accurate and helpful answers, Anaconda Assistant is not infallible and may make mistakes or provide incorrect information. You acknowledge that the information provided by the Assistant is not intended to be a substitute for Your own knowledge and expertise, and You assume full responsibility for any actions or decisions You make based on the information provided by Anaconda Assistant.

5. **Support.** This Offering Description does not entitle You to any support for AI Assistant.
 6. **Your Data.** Any data You provide while using the AI Assistant, including but not limited to, chat interactions and potential personally identifiable information (PII) might be shared with our subprocessors.
 7. **User Data Collection; Model Training.** You acknowledge that Anaconda may collect details from Your user journey within Anaconda Assistant, including personal and non-personal information, for the purpose of improving and training the AI Assistant model. You agree that Anaconda may use aggregated personal and non-personal information collected from You to train and nurture the abilities of the model.
 8. **Use of Data.** By opting-in to the consent notice shown in the Anaconda Assistant's Interface, You're permitting us to collect and use Your data, which includes chat messages, user journey details, and data from Jupyter Notebooks. We use this information to enhance our services and develop machine learning models for a better Anaconda Assistant experience. If You don't give consent, we won't process Your data. Please note that this consent is separate from OpenAI's data processing. OpenAI may process Your metadata and might also process Your data for security reasons, such as executing security measures or blocking accounts or users if necessary.
 9. **No Sensitive Data.** You acknowledge that the data You provide may unintentionally include Personally Identifiable Information (PII) in free-form chat messages. We assure You that such information will be handled strictly in accordance with our Privacy Policy and applicable data protection laws, and we make every effort to ensure its confidentiality and security. We strongly recommend that You refrain from sharing sensitive information, financial account Information (e.g., bank account numbers, credit card numbers), health and medical Information (e.g., medical records, health insurance information), personal credentials (e.g., PINs, security codes) or criminal history, and any other information that might be described as sensitive by the U.S Law or GDPR.
10. **Anaconda Learning.**
1. **Description.** Anaconda Learning provides an online education service on the Anaconda Platform, which allows anybody to learn how to write and execute arbitrary python code, and is especially well suited to machine learning, data analysis and education.
 2. **No Academic Credits** Anaconda commits to grant a course certificate or other equivalent documentation of Your completion of the Learning Offering. Anaconda does not grant academic credit for the completion of Learning Offerings. Unless otherwise explicitly indicated by a credit-granting institution. Even if credit is awarded by one institution, there is no presumption that other institutions will accept that credit. Anaconda, instructors, and the associated Learning Providers have no

obligation to have Learning Offerings recognized by any educational institution or accreditation organization.

3. **Disclaimer on Student-Learning Provider Relationship.** Nothing in this Agreement or otherwise with respect to Your participation in any Learning Offerings by Learning Providers: Establishes any relationship between You and any Learning Provider; Enrolls or registers You in any Learning Provider institution, or in any Learning Offering offered by any Learning Provider institution; or Entitles You to use the resources of any Learning Provider institution beyond participation in the Learning Offering.
4. **Use of Data for Scientific Research Purposes.** We might use records of Your participation within Learning Platform Offerings for research purposes. Research findings will typically be reported at the aggregate level. Your personal identity will not be publicly disclosed in any research findings without Your express consent.

11. Anaconda Notebooks.

1. **Description.** Anaconda Notebooks is a self-service, cloud-hosted product from Anaconda. Anaconda Notebooks is a cloud-hosted interactive development environment (IDE) and file service that allows anybody with an internet connection and modern web-browser to write, execute, and save arbitrary Python code to their Account. Anaconda Notebooks users will interact with a hosted Jupyter notebook service that requires no installation or configuration setup to use while providing access to hundreds of packages from the Anaconda Distribution (including native package and environment support) and sufficient computing resources including GPUs.
2. **License Grant.** Subject to Your compliance with the Agreement and this Offering Description, Anaconda grants You a non-transferable, non-exclusive, revocable, limited license to use and access Notebooks for the Subscription Term. You may download content from our Notebooks Service only for Your personal, non-commercial use, unless You obtain our written permission to otherwise use the content.
3. **License Restrictions.** Your use of Notebooks at the Free Subscription level does not provide commercial compliance for, and is further restricted to: (i) Your Personal Use, (ii) Your Educational Use, (iii) Your Open-Source Use, and/or (iv) Your Small Business Use; and (b) with the exception of Educational Use, Government Entities and Research Institutions are prohibited from using the Anaconda Notebooks component of the Service at the level of the Free Subscription.
4. **Usage Limits.** Anaconda reserves the right to monitor use of the Notebooks Service and to deactivate or terminate Your rights to use the Notebooks Service (including Your Account) if Your usage behavior exceeds normal limits, as determined in our sole discretion.

12. Anaconda Platform Tools.

1. **Description.** The Anaconda Platform Tools ('Platform Tools') include the Notebook Platform, Data Catalogs, Data Uploads, Project Uploads,

Notebook File Uploads, Panel Applications, and other forthcoming services.

2. **License Grant.** Anaconda hereby grants to You a limited, non-exclusive, non-transferable license to utilize the Platform Tools to upload and manage Your own information and data.
3. **License Restrictions.** Nothing herein confers any rights of ownership or transfer of intellectual property to You. Any rights not expressly granted herein are reserved by Anaconda and its licensors.

13. General Information.

1. **Intel® Math Kernel Library.** Distribution provides access to re-distributable, run-time, shared-library files from the Intel® Math Kernel Library (“MKL binaries”). Copyright © 2018 Intel Corporation. License available [here](#) (the “MKL License”). You may use and redistribute the MKL binaries, without modification, provided the following conditions are met: (1) Redistributions must reproduce the above copyright notice and the following terms of use in the MKL binaries and in the documentation and/or other materials provided with the distribution; (2) Neither the name of Intel nor the names of its suppliers may be used to endorse or promote products derived from the MKL binaries without specific prior written permission; (3) No reverse engineering, decompilation, or disassembly of the MKL binaries is **permitted.** You are specifically authorized to use and redistribute the MKL binaries with Your installation of Anaconda® Distribution subject to the terms set forth in the MKL License. You are also authorized to redistribute the MKL binaries with Anaconda® Distribution or in the Anaconda® package that contains the MKL binaries.
2. **cuDNN Binaries.** Distribution also provides access to cuDNN™ software binaries (“cuDNN binaries”) from NVIDIA® Corporation. You are specifically authorized to use the cuDNN binaries with Your installation of Distribution subject to Your compliance with the license agreement located at <https://docs.nvidia.com/deeple...> You are also authorized to redistribute the cuDNN binaries with an Anaconda® Distribution package that contains the cuDNN binaries. You can add or remove the cuDNN binaries utilizing the install and uninstall features in Anaconda® Distribution. cuDNN binaries contain source code provided by NVIDIA Corporation.
3. **Arm Performance Libraries.** Anaconda provides access to software and related documentation from the Arm Performance Libraries (“Arm PL”) provided by Arm Limited. By installing or otherwise accessing the Arm PL, You acknowledge and agree that use and distribution of the Arm PL is subject to Your compliance with the Arm PL end user license agreement located [here](#).
4. **Export.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. Anaconda® Distribution includes cryptographic software. The country in which You

currently reside may have restrictions on the import, possession, use, and/or re-export to another country, of encryption software. BEFORE using any encryption software, please check Your country's laws, regulations and policies concerning the import, possession, or use, and re-export of encryption software, to see if this is permitted. See the Wassenaar Arrangement <http://www.wassenaar.org/> for more information. No license is required for export of this software to non-embargoed countries. The Intel® Math Kernel Library contained in Anaconda® Distribution is classified by Intel® as ECCN 5D992.c with no license required for export to non-embargoed countries.

5. **Cryptography Notice.** The following packages are included in the Distribution that relate to cryptography:
 - i. **OpenSSL.** The OpenSSL Project is a collaborative effort to develop a robust, commercial-grade, full-featured and Open Source toolkit implementing the Transport Layer Security (TLS) and Secure Sockets Layer (SSL) protocols as well as a full strength general purpose cryptography library.
 - ii. **PyCrypto.** A collection of both secure hash functions (such as SHA256 and RIPEMD160), and various encryption algorithms (AES, DES, RSA, ElGamal, etc.).
 - iii. **Pycryptodome.** A fork of PyCrypto. It is a self-contained Python package of low-level cryptographic primitives.
 - iv. **Pycryptodomex.** A stand-alone version of Pycryptodome.
 - v. **PyOpenSSL.** A thin Python wrapper around (a subset of) the OpenSSL library.
 - vi. **Kerberos (krb5, non-Windows platforms).** A network authentication protocol designed to provide strong authentication for client/server applications by using secret-key cryptography.
 - vii. **Libsodium.** A software library for encryption, decryption, signatures, password hashing and more.
 - viii. **Pynacl.** A Python binding to the Networking and Cryptography library, a crypto library with the stated goal of improving usability, security and speed.
 - ix. **Cryptography A Python library.** This exposes cryptographic recipes and primitives.

14. Definitions.

“Anaconda Distribution”, shortened form **“Distribution”**, is an open-source distribution of Python and R programming languages for scientific computing and data science. It aims to simplify package management and deployment. Anaconda Distribution includes: (1) conda, a package and environment manager for Your command line interface; (2) Anaconda Navigator; (3) 250 automatically installed packages; (3) access to the Anaconda Public Repository and/or the Anaconda Premium Repository.

“Anaconda Navigator” means a graphical interface for launching common Python programs without having to use command lines, to install packages and manage

environments. It also allows the user to launch applications and easily manage conda packages, environments, and channels without using command-line commands.

“Anaconda Public Repository”, means the Anaconda packages repository of 8000 open-source data science and machine learning packages at repo.anaconda.com.

“Anaconda Learning” means the learning courses offered from Anaconda employees and guest experts.

“Learning Platform” means the online educational service within the Anaconda Platform, designed for instructing individuals in Python code execution, with a specific focus on machine learning, data analysis, and education.

“Learning Platform Offerings” means courses, webinars, and content (collectively referred to as “Learning Offerings”) provided by Learning Providers, accessible at <https://learning.anaconda.cloud/>.

“Learning Provider” means data scientists, researchers, and other computational data and analytics providers who collaborate in the development of Anaconda Learning content.

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 3. **Intended Integrations.** Anaconda Assistant is designed to integrate with Anaconda Data Catalogs and Anaconda Navigator. By using AI Assistant, You agree to the applicable terms of Anaconda Data Catalogs and Anaconda Navigator.
 4. **Disclaimer.** While Anaconda has taken great care to train AI Assistant to provide accurate and helpful answers, Anaconda Assistant is not infallible

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5. Cryptography Notice. The following packages are included in the Distribution that relate to cryptography:

- i. OpenSSL. The OpenSSL Project is a collaborative effort to develop a robust, commercial-grade, full-featured and Open Source toolkit implementing the Transport Layer Security (TLS) and Secure Sockets Layer (SSL) protocols as well as a full strength general purpose cryptography library.
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- iv. Pycryptodomex. A stand-alone version of Pycryptodome.
- v. PyOpenSSL. A thin Python wrapper around (a subset of) the OpenSSL library.
- vi. Kerberos (krb5, non-Windows platforms). A network authentication protocol designed to provide strong authentication for client/server applications by using secret-key cryptography.
- vii. Libsodium. A software library for encryption, decryption, signatures, password hashing and more.
- viii. Pynacl. A Python binding to the Networking and Cryptography library, a crypto library with the stated goal of improving usability, security and speed.
- ix. Cryptography A Python library. This exposes cryptographic recipes and primitives.

14. Definitions.

“Anaconda Distribution”, shortened form **“Distribution”**, is an open-source distribution of Python and R programming languages for scientific computing and data science. It aims to simplify package management and deployment. Anaconda Distribution includes: (1) conda, a package and environment manager for Your command line interface; (2) Anaconda Navigator; (3) 250 automatically installed packages; (3) access to the Anaconda Public Repository and/or the Anaconda Premium Repository.

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“Learning Provider” means data scientists, researchers, and other computational data and analytics providers who collaborate in the development of Anaconda Learning content.

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This Offering Description describes Anaconda’s Business Tier (“Business”) offering. Your Subscription to Business is governed by this Offering Description, and the Anaconda Terms of Service (the “TOS”, available [here](#)), collectively the “Agreement” between You (“You”) and Anaconda, Inc. (“We” or “Anaconda”). In the event of a conflict, the order of precedence is as follows: 1) this Offering Description; 2) if applicable, a Custom Agreement; and 3) the TOS if no Custom Agreement is in place. Capitalized terms used in this Offering Description and/or the Order not otherwise defined herein, including in Section 6 (Definitions), have the meaning given to them in the TOS or Custom Agreement, as applicable. Anaconda may, at any time, terminate this Agreement and the license granted hereunder if You fail to comply with any term of this Agreement.

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10. Anaconda Learning.

1. Description. Anaconda Learning provides an online education service on the Anaconda Platform, which allows anybody to learn how to write and execute arbitrary python code, and is especially well suited to machine learning, data analysis and education.
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 - ii. PyCrypto. A collection of both secure hash functions (such as SHA256 and RIPEMD160), and various encryption algorithms (AES, DES, RSA, ElGamal, etc.).
 - iii. Pycryptodome. A fork of PyCrypto. It is a self-contained Python package of low-level cryptographic primitives.
 - iv. Pycryptodomex. A stand-alone version of Pycryptodome.
 - v. PyOpenSSL. A thin Python wrapper around (a subset of) the OpenSSL library.
 - vi. Kerberos (krb5, non-Windows platforms). A network authentication protocol designed to provide strong authentication for client/server applications by using secret-key cryptography.
 - vii. Libsodium. A software library for encryption, decryption, signatures, password hashing and more.
 - viii. Pynacl. A Python binding to the Networking and Cryptography library, a crypto library with the stated goal of improving usability, security and speed.
 - ix. Cryptography A Python library. This exposes cryptographic recipes and primitives.

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7. **Libsodium.** A software library for encryption, decryption, signatures, password hashing and more.
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9. **Cryptography A Python library.** This exposes cryptographic recipes and primitives.

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3. EduBlocks Classroom is available for teachers, allowing them to create student groups, assign tasks with instructions and starter projects, and facilitate easy collection and grading of student work.

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7. LIMITATION OF LIABILITY

1. Whilst we strive to provide accurate and reliable information and resources on the Platform, we make no warranties or representations regarding the accuracy, completeness, or reliability of the content.
2. In no event shall EduBlocks, Anaconda, or its affiliates be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of the Platform.

8. TERMINATION AND CHANGES TO THE TERMS:

We reserve the right to terminate or suspend your access to the Platform at any time, without prior notice, if we believe you have violated these Terms or engaged in any conduct that may harm the Platform or its users. We may also update or modify these Terms from time to time, and any changes will be effective upon posting the revised Terms on the Platform. It is your responsibility to review the Terms periodically for any updates or changes. These Terms constitute the entire agreement between you and EduBlocks regarding your use of the Platform. If any provision of these Terms is found to be invalid or

unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. If you have any questions or concerns about these Terms or the Platform, please contact us at legal@anaconda.com.

OFFERING DESCRIPTION: ANACONDA AI NAVIGATOR

OFFERING DESCRIPTION: AI NAVIGATOR

This Offering Description describes Anaconda's **AI Navigator** offering. Your Subscription to AI Navigator is governed by this Offering Description, and the Anaconda Terms of Service (the "**TOS**", available [here](#)), collectively the "**Agreement**", between You ("**You**") and Anaconda, Inc. ("**We**" or "**Anaconda**"). In the event of a conflict, the order of precedence is as follows: 1) this Offering Description; 2) if applicable, a Custom Agreement; and 3) the TOS if no Custom Agreement is in place. Capitalized terms used in this Offering Description and/or the Order not otherwise defined herein, including in Section 6 (Definitions), have the meaning given to them in the TOS or Custom Agreement, as applicable. Anaconda may, at any time, terminate this Agreement and the license granted hereunder if You fail to comply with any term of this Agreement.

1. **AI Navigator License Grants.** Nothing in this Offering Description shall be construed as a license to any other Offering of Anaconda except for the licenses explicitly set forth herein.
2. **Offering Description Changes.** Anaconda reserves the right, at its sole discretion, to modify or replace this Offering Description at any time. Anaconda will make reasonable efforts to notify You of any material changes to this Offering Description.
3. **Modifications; Discontinuation.** We reserve the right to modify or discontinue any Offerings available to AI Navigator users, in whole or in part, at our sole discretion and without prior notice. Such modifications may include but are not limited to, changes to the features, functionalities, interfaces, or availability of an Offering.
4. **Updates.** Anaconda may, at its option, make available new features, bug fixes, performance improvements, or other updates to an Offering. Unless the updates are provided with their separate governing terms, they are deemed part of this Offering Description and licensed to You as provided herein.
5. **Compliance with Law.** You agree that your use of the models contained in AI Navigator shall be in full compliance with applicable local, state, federal, and international laws.
6. **Generative AI Restrictions.** You are prohibited from using the models contained in AI Navigator to:
 1. Perform or facilitate dangerous, illegal, or malicious activities, including:

- i. **Facilitation or promotion of illegal activities or violations of law, such as:**
 1. **Promoting or generating content related to child sexual abuse or exploitation;**
 2. **Promoting or facilitating the sale of, or providing instructions for synthesizing or accessing, illegal substances, goods, or services;**
 3. **Facilitating or encouraging users to commit any crimes of any nature;**
 4. **Promoting or generating violent extremism or terrorist-related content; and**
 5. **Abuse, harm, interference, or disruption of services (or enable others to do the same), such as (i) Promoting or facilitating the generation or distribution of spam or (ii) Generating content for deceptive or fraudulent activities, scams, phishing, or malware; (iii) Attempts to override or circumvent safety filters or intentionally drive the model to act in a manner that contravenes our policies; or (iv) Generation of content that may harm or promote the harm of individuals or a group, such as:**
 - I. **Generating content that promotes or encourages hatred;**
 - II. **Facilitating methods of harassment or bullying to intimidate, abuse, or insult others;**
 - III. **Generating content that facilitates, promotes, or incites violence;**
 - IV. **Generating content that facilitates, promotes, or encourages self harm;**
 - V. **Generating personally identifying information for distribution or other harms;**
 - VI. **Tracking or monitoring individuals without their consent;**
 - VII. **Generating content that may have unfair or adverse impacts on people, particularly impacts related to sensitive or protected characteristics;**
 - VIII. **Generate and distribute content intended to misinform, misrepresent or mislead, including**
 - I. **Misrepresentation of the provenance of generated content by claiming content was created by a human, or represent generated content as original works, in order to deceive;**
 - II. **Generation of content that impersonates an individual (living or dead) without explicit disclosure, in order to deceive;**

- III. **Misleading claims of expertise or capability made particularly in sensitive areas (e.g. health, finance, government services, or legal);**
 - IX. **Making automated decisions in domains that affect material or individual rights or well-being (e.g., finance, legal, employment, healthcare, housing, insurance, and social welfare); and**
 - X. **Generate sexually explicit content, including content created for the purposes of pornography or sexual gratification (e.g. sexual chatbots). Note that this does not include content created for scientific, educational, documentary, or artistic purposes.**
- 7. **Open Source AI Models.** AI Navigator includes open-source models, components, utilities, and third-party software that is distributed or otherwise made available as “free software,” “open-source software,” or under a similar licensing or distribution model (“Open-Source Models”), which may be subject to third party open-source license terms (the “Open-Source Terms”). To use certain models, You will need to separately license Open-Source Models from the licensor. Anaconda is not responsible for Open-Source Models and does not assume any obligations or liability with respect to You or Your Users' use of Open-Source Software or Packages. Notwithstanding anything to the contrary, Anaconda makes no warranty or indemnity hereunder with respect to any Open-Source Models. Some of such Open-Source Terms or other license agreements determine that to the extent applicable to the respective Open-Source Models licensed thereunder.
- 8. **Open Source Project Affiliation.** Anaconda is not affiliated with upstream open source projects. While Anaconda may distribute and adapt open source software packages for user convenience, such distribution does not imply any endorsement, approval, or validation of the original software's quality, security, or suitability for specific purposes.
- 9. **Third-Party Models and Content.** Customer may access or use, at Customer's sole discretion, certain third-party products, services, and Content that interoperate with the Offerings including, but not limited to: (a) third party models, components, applications, services, data, content, or resources found in the Offerings, and (b) third-party service integrations made available through the Offerings or APIs (collectively, “**Third-Party Models**”). Each Third-Party Model is governed by the applicable terms and policies of the third-party provider. The terms under which Customer access, use, or download Third-Party Services are solely between Customer and the applicable Third-Party Model provider. Anaconda does not make any representations, warranties, or guarantees regarding the Third-Party Models or the providers thereof, including, but not limited to, the Third-Party Models' continued availability, security, and integrity. Third-Party Models are made available by Anaconda on an “AS IS” and “AS AVAILABLE” basis, and Anaconda may cease providing them in the Offerings at any time in its sole discretion and Customer shall not be entitled to any refund, credit, or other compensation.

Privacy Policy

Effective Date: May 3, 2024

Anaconda, Inc. and its Affiliates (collectively, “Anaconda”, “we”, “our” or “us”) offer a variety of products, services, and websites (collectively, “Services”). We respect your privacy, and this Privacy Policy describes our practices with respect to Personal Information we collect from or about you when you use our Services.

The terms "Personal Data" and "Personal Information" are used synonymously throughout this Privacy Policy to describe the information that alone or in combination with other information in our possession could be used to identify you, either directly or indirectly. Personal Information does not include aggregated, de-identified, and/ or anonymized information, i.e., when the information has been transformed so that it no longer relates back to a person’s identity.

Please note when we provide our Services under a Master Subscription Agreement with an organization, that organization has control over the information processed by the Services. This Privacy Policy does not apply when we process Personal Data as a service provider or processor for an organization, in such cases, our Data Processing Addendum will apply. For the purposes of this Privacy Policy, a “User” represents an individual user who actively interacts with the Services.

We have made it a priority to gather only the information that is necessary to provide you with the best possible experience while using our Services. We don't share your information with third parties unless it is strictly necessary to deliver the Service you requested, or we are legally obligated to do so. We utilize industry-standard security measures to protect your data from unauthorized access, use, or disclosure.

We understand that it can be difficult to grasp legalese; if you have any questions or concerns, please don't hesitate to reach out to us at privacy@anaconda.com. Our goal is to ensure you understand our privacy practices and feel comfortable using our Services.

This Privacy Policy Covers:

1. **Personal Information We Collect**
2. **How We Use Personal Information**
 1. **Why and How We Collect and Process your Personal Information**
 2. **How we Store and Retain your Personal Data**
3. **How We Share Personal Information**
 1. **Third Parties with Whom We Share Personal Data**
 2. **Cookies and Tracking Technologies**
 3. **Google Analytics**
4. **Your Rights and Choices Concerning your Personal Data**
 1. **For Users in Europe, EEA or the United Kingdom**
 2. **For California Residents**
 3. **For Canadian Citizens**

5. **How We Keep your Personal Data Secure**
6. **International Transfer: What You Need to Know**
 1. **Transfer from the European Economic Area (EEA) and the UK to Third Countries**
 2. **Privacy Framework**
7. **What You Need to Know about Minors and Personal Data**
 1. **Disclaimer**

1. PERSONAL INFORMATION WE COLLECT

Depending on the nature of your relationship with Anaconda, we may collect various types of Personal Information. We have listed these categories below, to simplify and streamline the process of identifying the categories of Personal Data that we, and our Sub-Processors, collect and process.

Categories of Data Subjects:

1. **Attendees:** Those who visit our offices or provide their information to Anaconda or Anaconda representatives when they attend or register to attend Anaconda-sponsored events or other events at which Anaconda (and/or its representatives) participates, as well as those who participate in Anaconda's studies such as user experience research.
2. **Website Visitors:** Those who visit our Websites, including those who may opt to provide an email address or other contact information to receive communications from Anaconda, fill out a survey, or provide feedback. For the purposes of this Privacy Policy, "Websites" refer collectively to www.anaconda.com as well as any other websites Anaconda operates for its own behalf and that link to this Privacy Policy. For clarity, "Websites" does not include any sites owned or operated by our Customers, including where we serve as Registrar.
3. **Customers:** Individuals or entities who enter into a subscription agreement with Anaconda (or its authorized partner) and to whom Anaconda provides Services pursuant to such agreement. For purposes of this Privacy Policy, "Services" shall refer to all of the cloud-based solutions offered, marketed, or sold by Anaconda or its authorized partners that are designed to increase the performance, security, and availability of data science packages, applications, devices, and services, along with any software, software development kits, and application programming interfaces ("APIs") made available in connection with the foregoing.
4. **Administrative Users:** Those with login credentials for an Anaconda account and/or those who administer any of the Services for a Customer. In some cases, an Administrative User and Customer may be the same individual. In other cases, an Administrative User may be an agent acting on behalf of a Customer.
5. **Public Users:** Those who use Anaconda's public repository at Anaconda.org.
6. **End Users:** Those who (i) access or use our Customers' domains, networks, websites, application programming interfaces, and applications, or (ii) Customers' employees, agents, or contractors, who access or use Services, such as Anaconda Distribution end users.

Information We Collect:

Data Categories	Personal Information
<p>Employee/ User/ Customer</p> <p>‘Personal Identifiers’ refers to the basic information that can be used to identify a person.</p>	<p>The First and last name of an individual and the individual's email address are used for communication</p> <p>If you are applying to one of the positions in our job portal, we might collect date of birth, gender, government-issued identification information, passport or visa information, and legal work eligibility status.</p>
<p>‘Employee/ User/ Customer Credentials’ refers to information used to authenticate a user’s account</p>	<p>User name, passwords, profile picture, and tokens</p>
<p>‘Payment Information’ refers to financial information voluntarily submitted by Users or Customers to purchase Anaconda Products and Services</p>	<ul style="list-style-type: none"> - Billing address, such as the address associated with the individual's payment method - Records of past payments and purchases - Company Size and number of employees <p>We do not collect credit/debit card information, such as card number, expiration date, security code (CVV), or bank account details, such as bank name, account number, and/or routing number</p>
<p>‘Business Information’ refers to personal information related to an individual’s professional activity and the Organization he/she is related to</p>	<p>The individual's role or title within a company or organization, employer name, business contact information such as work email address, corporate phone number, and physical address</p>
<p>‘Employment Information’ refers to personal information related to an individual's employment</p>	<p>Job title, department, and compensation, benefits information, such as enrollment in health insurance or retirement plans. HR-related information, such as performance reviews, educational history, employment, and military history, former disciplinary actions, and training records. Information related to payroll and taxes,</p>

	such as Social Security numbers, tax withholding information, tax category
'Usage, and Metadata' refers to Information related to how a product or service is used. It might contain or not personal information	Activity logs such as records of actions taken by the individual within a service or platform, session duration, the specific times and dates the individual accessed a service or platform. Information on how the individual interacts with a service or platform, such as clicks, and page views.
'Device Information' refers to information related to an individual's technical gadget, such as a phone or computer	The specific web browser used by the individual, the type of operating system used by the individual, IP address, MAC address, geo-location
'User-Generated Data' refers to information created by users in Anaconda Forums and Platform	<ul style="list-style-type: none"> - Text-based communications, such as chat messages, comments on forums, or direct messages on a social media platform - Reviews and ratings, such as Feedback provided by individuals regarding products, services, or experiences. - Blog posts and articles - Photos and images shared or uploaded, including profile pictures, personal photos, or images used in articles and posts. - Video content created and shared, such as vlogs, tutorials, or personal recordings. - Audio content uploaded or shared by individuals, voice messages, or audio clips, video recording - Customizations and settings, such as the changes made by individuals to personalize their experience on a platform or service, including notification settings

	<ul style="list-style-type: none"> - Timestamps with date and time when content was created or shared by an individual. - File metadata such as format, size, or resolution
<p>‘Information from Third-party Sources’ refers to any data related to an individual that is obtained from sources other than the individual themselves and that is collected by Anaconda indirectly via public or social platforms</p>	<ul style="list-style-type: none"> - Data obtained from an individual's social media profiles, such as Likes, Shares, Reactions, Followers, and connections, the use of specific keywords or tags in social media content, or mentioning other users - Public directories, such as information available through public sources, such as phone directories or online databases. - Data obtained from third-party sources, such as credit reporting agencies, marketing databases, or government records

Anaconda offers a variety of products and services, some of which are accessed via our website. When you access our website or services, as a User or Customer, we collect, process, and at times, store different data categories such as, Personal Identifiers, User Credentials, Business Information, Device Information, Usage, and Metadata.

When you apply for a position in our Job Portal and start working with us, in connection with human resources functions and activities, we may collect, process, and at times, store different data categories such as, Personal Identifiers, Employment Information and Information from third-party sources.

There are other situations when we collect, process, and store your personal data, such as when you are a potential lead or prospective candidate, when you collaborate in our blogs and forums, when you connect and interact with us through social media profiles, when you receive our communications because you are subscribed to our newsletter or when you sign up for one of our webinars.

Please note we adhere to the Data Minimization principle; therefore, we will only collect or process those data categories that are necessary and relevant for the legal basis for which they are being collected. We do not intentionally collect sensitive personal information from our users, however, in the event that sensitive personal information is inadvertently collected, we urge you to notify us promptly by reaching out to our dedicated privacy email at privacy@anaconda.com and requesting data deletion of your sensitive personal information.

2. WHY AND HOW WE COLLECT AND PROCESS, STORE AND RETAIN YOUR PERSONAL DATA

2.1 Why and How We Collect and Process Your Personal Data

We collect and process your personal data when you have given consent to this processing for one or more specific purposes; and when the processing of personal data is necessary for the purposes of Anaconda legitimate interests such as:

1. To provide our Services: We collect and process your personal data to provide you with the products and services you request. We use your contact information to provide product support services you might require, to deliver necessary product updates and patches, and to administer user accounts. We may also need to process your personal data for billing purposes or to simply implement, finalize, or enforce a Service or Software Agreement with you.
2. To personalize your experience: We may collect data to personalize your experience while using our software, such as your preferences and settings.
3. To improve our Services: We may collect data to understand how our software is used and to identify areas for improvement.
4. To send you communications: We may use your data to send you communications, such as updates on our software, promotional offers, or other related information, only if you have provided your consent. Also, we collect data when you sign up online for any of our events or training sessions.
5. For research and development: We may collect data to conduct research and development to improve our software and services. This may include collecting data on how you use our software and your preferences using surveys, questionnaires, interviews, and any other research tool available to us.
6. For analytics: We may collect data to analyze usage patterns, measure engagement, and track performance metrics. This helps us understand how our software is used, identify areas for improvement, and optimize the user experience.
7. To provide Customer Support: We may collect data to provide customer support and troubleshoot any issues you might have with our software. This may include your contact information and details about your use of our software.
8. For administrative purposes: We may use data for administrative purposes, such as to verify your identity, manage your account, or process payments.
9. For security purposes: We may use data to protect the security of our software and services, including to detect and prevent cyber-attacks, unauthorized access, and other security breaches.
10. For compliance with legal and regulatory requirements: We may use data to comply with legal and regulatory requirements, such as to respond to government or law enforcement requests, to comply with court orders, or with other legal and regulatory requirements.
11. Employee Personal Data: Anaconda collects or has access to personal data about employees to carry out and support human resources functions and activities, which may include: (i) recruiting and hiring job applicants; (ii) managing employee communications and relations; (iii) providing compensation and benefits; (iv) administering payroll; (v) processing corporate expenses and reimbursements; (vi) managing employee participation in human resources plans and programs; (vii) carrying out obligations under employment contracts; (viii) managing employee

performance; (ix) conducting training and talent development; (x) facilitating employee relocation and international assignments; (xi) managing employee headcount and office allocation; (xii) managing employee termination process; (xiii) managing information technology and communication systems, such as corporate email system; (xiv) conducting ethics and disciplinary investigations; (xv) administering employee grievances and claims; (xvi) managing audit and compliance matters; (xvii) complying with applicable legal obligations, including government reporting and specific local law requirements; and (xviii) other general human resources purposes. Anaconda may also obtain and process personal data about employees' emergency contacts, and other individuals (such as spouses, family members, dependents, and beneficiaries) to the extent employees provide such information to Anaconda. Anaconda processes this information to comply with its legal obligations and for benefits administration and other internal administrative purposes.

2.2 How we Store and Retain your Personal Data

In accordance with applicable data protection laws and regulations, we may store Personal Data or Information in combination with non-personal information. In such cases, we consider the resulting combination as personal information and will handle it in accordance with our Privacy Policy and applicable data protection laws and regulations.

Additionally, we may remove all personal information from a set of data (anonymization), at which point the remaining information will be considered non-personal information. This means that the information will not be able to identify an individual, and is therefore not subject to the same legal requirements as personal information.

For the storage of personal data, we have a robust infrastructure integrated with Snowflake's cloud-based data warehousing solution with AWS's cloud services. This integration allows us to use the maximum of capabilities to provide security, scalability, and reliability to our customers, either when they are using our Cloud Services, or when we are storing their data in our warehouse. This infrastructure is accompanied by strict Technical and Organizational measures explained in our Information Security Addendum.

Nonetheless, we want to make it clear that our servers and databases are located in the United States, and we do not offer or provide storage options in data centers located in other territories. Therefore, by using our services, you agree and acknowledge that your personal information may be transferred and stored in the United States, which may have different data protection laws than the country in which you reside.

Once stored, we retain the minimum amount of Personal Data necessary for the above-mentioned purposes, and will not use or disclose it for any other purpose without your consent. We will retain your personal data only for so long as a legitimate business or human resources purpose exists or until you have requested us to delete your personal data via our Privacy Center.

We might delete the personal data of Customer, whenever the following conditions are met:

1. the data subject has submitted a Data Deletion Request or has invoked his right to be forgotten. When you make a data deletion request, to inform Third-Party Sub-processors about the request, we follow these steps:
2. We verify the request making sure it is valid, by carrying out an ID Verification Process to ensure you are authorized to ask for the deletion of personal data.
3. We locate data, Identifying the data that needs to be deleted and locate it within your systems and those of the Sub-processors.
4. We notify Sub-processors by sending a notice to all relevant Sub-processors of the data deletion request and providing them with the necessary information to locate and delete the data in a maximum period of ninety (90) days.
5. We monitor compliance, making sure the Sub-processors are compliant with the data deletion request in the appointed period of time.
6. We Confirm deletion, guaranteeing that the Sub-processors deleted the data and providing evidence of the deletion to the user if necessary.
7. We update records to reflect the deletion of the data, and we document the steps taken to comply with the request.
8. It is no longer necessary for the fulfillment of the Anaconda's legal basis. In this case, in compliance with the principles of storage limitation and data minimization, we regularly carry out a Periodic Data Deletion Process to clean our database of the personal information we no longer need, especially of those Customers or Users who have become inactive or who haven't interacted for a period of twenty-four (24) months with Anaconda products and Services.
9. Anaconda has detected a security threat that can put at risk the Company's systems or the Anaconda user community. In such cases, Anaconda shall take the necessary measures to delete the personal data of the data subject in a timely and secure manner, ensuring that the data is properly disposed of and cannot be accessed or used by unauthorized third parties.

If you would like to know more about our Data Retention and Deletion processes, you can ask for our extended Anaconda Data Retention and Deletion Policy by writing to privacy@anaconda.com

3. HOW WE SHARE YOUR PERSONAL DATA

3.1 Categories of Third-Parties with Whom We Share Personal Data

In this Section, we outline the circumstances under which we may share personal data with various entities:

1. **Third-Party Sub-processors:** Anaconda may engage and contract with these third-party companies to provide services that help us with our business and human resource activities, such as software support services, contract management services, sales support services, software training services, benefits administration, human resource compliance, and management platform, employee stock options management platform, and in-office communications system. These third-party service providers are limited to only using the information as instructed to provide contracted services to us.

Some of these Third Parties we share personal data with are Sub-processors. These processors assist us in providing our main services, such as hosting providers or payment processors. We carefully vet our Sub-processors to ensure that they maintain appropriate data protection and security measures, and we enter into binding agreements with them that require them to process personal data in accordance with our instructions and to maintain the confidentiality and security of the personal data they receive.

1. **Partners:** We may also share personal data with Partners for the purpose of providing our services or to further our legitimate business interests. For example, we may share personal data with a marketing Partner to help us promote our services. Third-party Partners are required to comply with strict data protection requirements and are prohibited from using the information for any purpose other than as instructed by us.
2. **Affiliated Businesses:** In certain circumstances, we may be associated with businesses or third parties that offer or provide goods or services to users through or in association with our Services, either alone or in conjunction with us. You can identify when an affiliated business is connected with such a transaction or service. We will only share your Personal Information with the affiliated business to the extent that it is necessary for the transaction or service. We do not have authority over the policies and practices of third-party software or businesses, including their privacy policies. Therefore, if you opt to participate in any transaction or service that is associated with an Affiliated Business, we advise you to review all policies of such businesses or websites carefully.
3. **Intercompany Transfers:** Pursuant to this Privacy Policy, we may disclose or transfer any information we collect to a third party in the event of a merger, sale of company assets, financing, or acquisition of all or a portion of our business. In these situations, personal data may be transferred to the new controlling entity as part of the transferred business assets. The new controlling entity will be required to comply with our privacy commitments and to use the personal data in accordance with this Privacy Policy. In such instances, we will make reasonable efforts to notify affected individuals through email or a conspicuous notice of the Services and the transaction made, as well as the options you have on your personal data.
4. **For Legal Reasons:** Anaconda may also disclose your personal data as required by law, such as to comply with a subpoena or similar legal processes. To the extent we are legally permitted to do so, we will take commercially reasonable steps to notify you in the event that we are required to provide your Personal Data to third parties as part of a legal process. Anaconda may also be required to disclose personal data in response to lawful requests by public or law enforcement authorities.

3.2 Use of Cookies and Tracking Technologies

Anaconda uses various types of cookies on its website and applications, including essential functionality cookies, performance and analytics cookies, targeting or advertising cookies, and social media cookies. Cookies are small text files that are placed on your device by websites and applications that you visit. They are used to collect and store information such as login credentials, user preferences, and website analytics data. By using Anaconda's

website and applications, you consent to the use of cookies in accordance with this Cookies Clause and the Cookies Consent Notice visible when you enter any Anaconda's website.

1. Essential functionality cookies are necessary for the proper functioning of Anaconda's website and applications, and cannot be disabled.
2. Performance and analytics cookies gather data on website usage to improve Anaconda's services.
3. Targeting or advertising cookies are used to track your online activity and show you personalized advertisements. Social media cookies are used for integration with social media platforms.
4. Sale or sharing of Personal Information

Anaconda may use both session cookies (which expire once you close your web browser) and persistent cookies (which remain on your device until they expire or are deleted). Anaconda may also use Third-Party Cookies, which are placed by a third party separate from Anaconda, for various purposes, including website advertising and social media integration.

You may have the option to disable Performance and Analytics, Targeting or Advertising, and Sell or Share cookies through your web browser settings or opt-out through our [Privacy Center](#).

3.3 Google Analytics

We utilize various features provided by Google Analytics (GA) (User-ID tracking, Demographics and interests reports, Remarketing, and AdWords integration) to measure the performance and success of our products, marketing campaigns, courses, and initiatives. These features may include tracking the number of visitors to our website, analyzing user behavior on our website, and identifying which pages and features are most popular with our users.

However, we recognize that the collection and processing of personal information are subject to strict legal requirements under data protection laws and regulations, including the General Data Protection Regulation (GDPR) in the European Union. As such, we do not share Personal Information with GA that originates from Austria, Denmark, Finland, France, Italy, and Norway, in accordance with recent national rulings related to data protection.

Furthermore, we apply technical measures to exclude any kind of GA-related tracking on our website in prohibited territories in order to ensure the safety and security of our Users' Personal Information. These measures may include, but are not limited to, blocking GA cookies and IP addresses from being transmitted to GA servers and implementing opt-out mechanisms that allow users to choose whether or not their personal information is collected and processed by GA.

3.4 Prospective Customers.

To protect our intellectual property and to enforce our Terms of Service, we may share personal data (e.g., name, email, IP) with our prospective Customers strictly for the purpose of identifying, confirming, and remediating unauthorized use of our Services.

3.5 Artificial Intelligence and Other Integrations

By accessing or using our advanced products and services, including our innovative artificial intelligence offerings like Anaconda Assistant, you expressly consent to the collection, use, and disclosure of your personal information as described in this section. Specifically, we may share your personal information, including but not limited to, usage data and messages, with third-party service providers and partners such as OpenAI for the purpose of enhancing functionalities, improving user experience, and developing new features. Additionally, for users who engage with our Anaconda Toolbox embedded within Microsoft Excel, please be advised that your personal information may be collected, stored, and processed not only in accordance with this Privacy Policy but also under the terms and conditions set forth by Microsoft's Privacy Policy. Any cross-border transfer, storage, and utilization of your personal information shall be carried out in strict compliance with applicable data protection and privacy laws, including the General Data Protection Regulation (GDPR) where applicable. Your information may be subject to the legal jurisdiction of the countries in which our service providers operate. It is your responsibility to review and understand the privacy policies of these third parties and your continued use of Anaconda Assistant or Anaconda Toolbox constitutes your acknowledgment and agreement to be bound by these multi-jurisdictional data practices.

4. WHAT RIGHTS AND CHOICES DO YOU HAVE CONCERNING THE PERSONAL DATA WE COLLECT

4.1 If you are in Europe, EEA or the United Kingdom

As a data subject, you have certain rights with respect to the personal information that we collect and process. These rights include:

1. **Right of Access** (Art. 15 GDPR). You have the right to request a copy of the personal information we hold about you and to know how that information is used. In accordance with this right, our organization will provide you with a copy of your personal data upon request, free of charge. You can request access to your personal data by request in our [Privacy Center](#). It is important to note that in some cases, we may not be able to provide you with access to your personal data if it interferes with the rights and freedoms of others or if it is protected by legal privilege.
2. **Right to Rectification** (Art. 16 GDPR). You have the right to request that we correct any inaccuracies in the personal information we hold about you. In accordance with this right, our organization allows individuals to request the correction of their personal data if they believe it to be incorrect or outdated. If we have disclosed incorrect information to third parties, we will take reasonable steps to inform them of the correction where appropriate.

3. **Right to Erasure** (Art. 17 GDPR). You have the right to request that we delete your personal information in certain circumstances. In accordance with this right, our organization will erase your personal data upon request, provided that there are no overriding legitimate grounds for retaining it. It is important to note that in some cases, we may not be able to fulfill your request for erasure if your personal data is required for legal reasons or to perform our contractual obligations.
4. **Right to Restrict Processing** (Art. 18 GDPR). You have the right to request that we restrict the processing of your personal information in certain circumstances. In accordance with this right, our organization will restrict the processing of your personal data upon request, provided that there are no overriding legitimate grounds for continuing the processing. This means that we will only store your personal data and not use it for any other purposes, unless you give us your consent.
5. **Right to Object** (Art. 21 GDPR). You have the right to object to the processing of your personal information in certain circumstances, including for the purpose of direct marketing or profiling. In accordance with this right, our organization will stop processing your personal data upon request, provided that there are no compelling legitimate grounds for continuing the processing.
6. **Right to Lodge a Complaint** (Art. 77 GDPR). You have the right to lodge a complaint with the relevant supervisory authority if you believe we have violated your rights. We encourage all Customers and Users to bring any concerns to our attention by contacting our Data Protection Officer (privacy@anaconda.com). If you are not satisfied with our response, you have the right to file the complaint with the relevant Supervisory Authority.

The European Supervisory Authority responsible for Anaconda, Inc., is the Berlin Commissioner for Data Protection and Freedom of Information, Friedrichstr. 219, 10969 Berlin, Germany, Phone: +49 (0) 30 13889-0, Fax: +49 (0) 30 2155050, Email: mailbox@datenschutz-berlin.de

Overall, you have the right to be informed on the use of your personal data, and you have the choice to request that we do not continue to process or store your data for some reason. To review and update your personal data to ensure it is accurate or request we delete or return your data to you, please contact Anaconda's Privacy Compliance Team and see how to use our [Privacy Center](#) below (*Section 4.5*).

4.2 If You Are a California Citizen

As a user, you have certain rights under the California Privacy Rights Act (CPRA) (CA CIV code 1798.100 C) concerning your personal information. These rights include:

1. **Right to delete Personal Information:** You have the right to request that we delete any personal information collected about you. If we receive such request, we will not only delete your personal information from our records but also notify and demand to our service providers, contractors, and third parties to whom we have sold or shared your personal information to delete your information unless it is impossible or involves a disproportionate effort. We may maintain certain personal information despite your request for a number of stated legal purposes.

2. **Right to Correct Inaccurate Personal Information:** You have the right to request that we correct any inaccurate personal information that we maintain about you.
3. **Right to Know What Personal Information has been Collected:** You have the right to request that we disclose to you the categories of personal information we have collected about you, the sources from which we collect the personal information, the business purpose for collecting, selling or sharing your personal information, the categories of third parties to whom we disclose your personal information, and the specific pieces of personal information we collected about you.
4. **Right to Opt-Out of Sale of Personal Information:** You have the right to opt out of the sale of your personal information to third parties.
5. **Right to Limit Use and Disclosure of Sensitive Personal Information:** We do not collect sensitive personal information from users, but if you believe or confirm that we have collected or processed your sensitive personal information, **you can exercise your right by submitting a request in our Privacy Center (<https://legal.anaconda.com/about/en/>)"**
6. **Non-Retaliation:** We will not discriminate against you because you exercised any of your rights under the CPRA.
7. **Do not Share or Sell Information Clause.** We do not sell or share your personal information with third parties for monetary or other valuable consideration, but your information might be shared to provide you with our services (*See Sections 3.1 and 3.2*).

1. Opt-in. As part of your privacy choices, when you enter our webpage, you can use our Consent Manager displayed at the bottom page to decide if you want to opt-in to the use of cookies that might involve sharing your personal information.

2. Opt-out: ***If you have already opted in, you can always opt out of the sharing or sale of your personal information to third parties by modifying your browser privacy and security settings through the link <chrome://settings/> or submitting a request in our Privacy Center (<https://legal.anaconda.com/about/en/>)***

If you opt out in compliance with the CPRA, we commit not to ask for consent to share your information until at least twelve (12) months after the initial opt-out.

In case you are a minor under the age of 16, we will not sell or share your personal information without your affirmative consent or the affirmative consent of your parents or guardian if you are under the age of 13.

8. **Pre-Action Notice-and-Cure Requirement**

If you believe that we have violated your rights under the CPRA, you may have the right to bring legal action against us. Before doing so, you must provide us with 30 days' written notice identifying the specific provisions of the CPRA that you allege we have violated. If we cure the noticed violation within the 30-day period and provide you with an express written statement that the violations have been cured and that no further violations shall occur, you may not initiate any legal action.

However, if we continue to violate the CPRA after providing you with an express written statement, you may bring an action against us to enforce the statement and pursue

statutory damages for each breach of the statement, as well as any other violation of the CPRA that postdates said statement.

The Californian Competent Authority is the California Privacy Protection Agency, 2101 Arena Blvd, Sacramento, CA 95834. Phone: [+1 \(279\) 895-1412](tel:+12798951412), Email: info@coppa.ca.gov

4.3 If you are a Canadian Citizen

We comply with the Canadian Consumer Privacy Protection Act (Bill C-27) amending the *Personal Information Protection and Electronic Documents Act* (PIPEDA) and *Personal Information and Data Protection Tribunal Act* (PIDPT). If you are Canadian Citizen, we guarantee that we collect personal information on a lawful basis, and we share it under the provision of the Data Mobility Framework with other organizations that provide the required security standards, requirements for format, and transfer mechanism.

When we process your data we do not use automated decision-making. In case we do, you will be informed, and we will comply with the Algorithmic Transparency Principle, informing you (without risking our intellectual property) how we implement said tools.

Once we process your personal information, you will have the right to know what personal information is being collected, used, or disclosed. Also, you will have the option to withdraw consent, the right to be forgotten, and the right to data portability. In alignment with the Bill, we have created a Privacy Management Program that includes the policies, practices, and procedures to facilitate the way you exercise your rights. *(See Sections 4.5 and 5)*

4.5 Use our Privacy Center

This Section is oriented to guide you on how to make a request in our Privacy Center. The "Delete all my data" request will attend to your rights of data erasure, deletion, or the right to be forgotten. The "Do not Contact request" will attend to your rights of Right to Restrict Processing and Right to Object, we will continue to process your information for activities not related to marketing and sales.

The "Download all my data" attends to your rights of Knowing What Personal Information has been Collected from you and your rights of Access and Data Portability. On the other hand, the "Correct my data" request attends to your rights to Correct Inaccurate Personal Information or the right to rectification.

To make a request, simply provide the email associated with your account. We will respond to your request within a maximum timeframe of thirty (30) to sixty (60) days and may need to verify your identity before fulfilling your request. Please note that certain rights may have limitations, and we must comply with the laws of your jurisdiction. Our Privacy Compliance Team will assist you with your request, providing appropriate information and guidance throughout the process to protect your rights.

5. Privacy Center

Our Privacy Center facilitates the exercise of your privacy rights in the U.S. and the E.U. To initiate any requests related to your personal data, you can access the Privacy Center by clicking on the designated link located in the upper right corner of our Legal Page (<https://legal.anaconda.com/about/en/>). Prior to submitting your request, it is essential to select the appropriate data subject type that corresponds to you and specify the data subject request you wish to address. Upon submission, you will promptly receive a confirmation email acknowledging receipt of your request. Depending on the nature of your request, additional instructions may be included in the confirmation email to guide you through the process effectively. If you have not received an answer thirty (30) days after submitting your request, please contact us at privacy@anaconda.com

6. How we keep your personal data secure

We take data security seriously and have implemented various measures to ensure that Customer Protected Data is safe during transmission. This includes using AES-256 strong encryption for all ingested data and VPNs. Anaconda manages its security infrastructure effectively by utilizing firewalls, routers, IPS/IDS devices, load balancers, and VPN concentrators to control access between the internet and its Cloud Service. Anaconda utilizes containerization and segmentation to control access to networks and private clouds, only allowing authorized traffic.

To maintain the highest level of security when personal data is at rest, Anaconda performs periodic vulnerability assessments on its applications and systems. These assessments include both automated analysis and manual assessments, which will have a unique common vulnerability and exposure identifier associated with a Common Vulnerability Scoring System (CVSS) that will help us to remediate in a timely manner any urgent issue.

To ensure access to personal data, we regularly back up our systems used to provide a Cloud Service to our Customers to ensure that their data is available. These backups are appropriately classified according to our internal data classification definitions and are protected to ensure that only authorized individuals are able to access the Protected Data. This includes but is not limited to data stored off-site in electronic media and the protection of hard copy records.

Finally, to ensure the effectiveness of our Security System, we regularly test and monitor its controls, systems, and network to validate proper implementation and effectiveness in addressing the threats, vulnerabilities, and risks identified. This testing and monitoring include internal risk assessments, formal procedures such as port scans, testing, and validation of multi-factor authentication for select environments, third-party compliance, including hosting services and third-party components, penetration testing, and assessing changes affecting systems processing authentications, authorizations, and security audits.

If you need additional information, you can ask for our Security Information Addendum, by writing to privacy@anaconda.com

7. INTERNATIONAL TRANSFER: WHAT YOU NEED TO KNOW

7.1 Transfer from the European Economic Area (EEA) and the UK to Third Countries

We are headquartered in the United States of America. Personal data may be accessed by us or transferred to us in the United States. If personal information is transferred to Anaconda from the European Union or another transfer or jurisdiction that has determined that the United States does not provide an adequate level of protection, Anaconda will take adequate measures designed to protect the personal information, such as ensuring that such transfers are subject to a Data Processing Agreement and the terms of the EU Model Clauses or other adequate transfer mechanisms as required under relevant data protection laws.

Furthermore, in compliance with the GDPR and UK GDPR, we have performed a Data Protection Impact Assessment to identify and mitigate any potential risks to individuals' rights and freedoms, you can find our Transfer Impact Assessment (TIA) at the end of our Data Processing Agreement.

Additionally, with Customers located in the UK, we sign an International Data Transfer Agreement (IDTA) with its addendum approved in 2022 by the Information Commissioners Office (ICO) in replacement of the European Contractual Clauses.

7.2 Privacy Framework

Anaconda complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. We have certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DP. We have certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit [Data privacy framework website](#).

8. WHAT YOU NEED TO KNOW ABOUT MINORS AND PERSONAL DATA

We are committed to providing a safe and secure environment for students who use our Learning Services. Our Anaconda Learning Platform and other services as EduBlocks are specifically designed to cater to the needs of students and to provide them with an engaging and interactive learning experience. We take the necessary steps to ensure that our services are age-appropriate and do not contain any content that may be harmful to minors.

If you are under 18 years of age, you can rest assured that your personal information is safe with us. We take all necessary measures to ensure that your data is secure and protected. We fully comply with the Children's Online Privacy Protection Act (COPPA) and any similar international, federal, state, or local laws, rules, or regulations aimed at protecting children's privacy, if we collect personal information from children under 13 years of age, we do it so only with the express consent and participation of a parent or legal guardian, and such information is collected for the sole purpose of providing our Learning Services to the child and is never disclosed to any third parties without the parent's or legal guardian's express consent.

9. DISCLAIMER

By agreeing to this Privacy Policy, you explicitly give Anaconda, Inc. permission to process your personal data for the purposes stated above. If you wish to withdraw your consent, you can contact our Privacy Compliance Team through the Privacy Center. By providing us with your personal data, you acknowledge that it may be stored or processed in the United States and subject to US laws, including those allowing government agencies, courts, and law enforcement to access personal data.

LEGAL NOTICE INFORMATION

Anaconda Inc., (formerly Continuum Analytics, Inc.)

FEIN: 45-4029380

Location:

Austin

1108 Lavaca Street Suite 110-645

Austin, TX, 78701, USA

Anaconda Germany GmbH

VAT: DE289537954

Location:

Berlin

Friedrichstrasse 123

10117 Berlin, Germany

ANACONDA TRANSFER IMPACT ASSESSMENT

1. OVERVIEW

We are a US-based Company that provides a data science platform for developers and data scientists worldwide. Our platform collects and processes personal data from users located in various countries, including the European Union (EU). As a result, Anaconda is subject to various Data Protection and Privacy Laws in these territories, including the binding decision from regional and national courts where Anaconda operates.

In order to provide its services, Anaconda may need to transfer personal data from users located in the EU to servers located in the United States (US). This data transfer may impact the privacy rights and data protection obligations of both Anaconda and its users, and must be assessed for compliance with the GDPR and other applicable Data Protection Laws.

The purpose of this assessment is to ensure alignment with Schrems II Judgment CJEU - C-311/18 and to ensure we are able to transfer personal data from the EU to the US in a manner that is compliant with the GDPR and other applicable Data Protection Regulations, and that respects the privacy rights of its users. By conducting this assessment, we and our Customers can identify any potential risks or issues associated with the transfer and take appropriate steps to mitigate them, thereby reducing the risk of harm to individuals and avoiding potential legal or reputational consequences.

Particularly, the assessment will evaluate the legal, technical, and organizational measures in place to ensure the security and confidentiality of the personal data, as well as any potential risks associated with the transfer. The assessment will also identify any mitigation strategies or actions that may be necessary to ensure compliance with applicable laws.

1. TRANSFER IMPACT ASSESSMENT

2.1 Details of the Data Transfer

As a first mechanism of Transfer Anaconda complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce, therefore all of our Data Transfer are done under the Notice, Choice, Accountability for Onward Transfer, Security, Integrity, Purpose Limitation and Access principles describe in the Privacy Framework.

Additionally, we always enter into a Data Processing Agreement (DPA) with Standard Contractual Clauses (SCCs) when we process personal data as a processor or sub-processor through our different products and services, such as the Platform, Cloud and Learning Services, Notebook Services, and other services. The SCCs serve as an assurance that Anaconda provides adequate Data Protection Measures when processing the data of data subjects located in Europe. In Annex I of the DPA, we include a thorough description of the transfer and detailed information about the data subjects, the categories of data collected and processed on behalf of a Customer or user, the nature of the processing, the frequency of the transfer, and the period for which the personal data will be retained and processed. Annex I also includes the competent Supervisory Authority in Europe and the

UK for any data-related matter. By providing this information, we also ensure transparency and accountability with respect to processing activities.

We collect personal data from the EU and transfer and store personal data in the United States (US) and other countries outside the European Economic Area (EEA) and the United Kingdom (UK). Primarily, we transfer personal data to the US and Canada in addition to the EEA and the UK to its affiliates, which may provide services, such as consulting or support, depending on Customer's location and Agreement(s) with us.

It is important to note that although the US is not considered by the European Commission to provide an adequate level of data protection, we are committed to ensuring that all data transfers comply with the EU's General Data Protection Regulation (GDPR) and the Standard Contractual Clauses (SCCs). As such, Anaconda has implemented appropriate Technical and Organizational Measures described in Annex II of the DPA and in our Information Security Addendum, to ensure the security and confidentiality of personal data that is transferred and stored outside the EEA and the UK. These measures include data encryption, access controls, and regular security audits to ensure compliance with relevant standards and regulations.

2.2 Transfer Tools Used for the Data Transfer

We understand that the transfer of personal data from the EU to the United States carries certain risks, including:

- The risk that the personal data may be subject to access, use, or disclosure by unauthorized persons
- The risk that the personal data may be subject to surveillance by government authorities in the United States
- The risk that the transfer may not be compliant with the requirements of the GDPR or other applicable privacy laws

To mitigate these risks, we not only implemented mitigation strategies, such as using the new Standard Contractual Clauses (SCCs) (To visualize the complete SCCs, please access our DPA in our Legal Page or via a request to legal@anaconda.com) released by the European Commission released updated EU in June 4, 2021, but we implemented other mitigation strategies related to ensuring the security and confidentiality of the personal data, guaranteeing that only authorized personnel have access to the personal data, monitoring and auditing access to the personal data, as well as, conducting regular assessments of the adequacy of the measures in place and making improvements as necessary the full spectrum of our Security System and the details of our Security Measures can be visualized in the DPA and in the Anaconda Information Security Addendum in our Legal Page.

Regarding the period of processing, Anaconda maintains a comprehensive internal Data Retention and Deletion Policy that is designed to ensure that all data is retained and stored only in accordance with the principles set out in the GDPR. These principles require that personal data is processed lawfully, fairly, and transparently and that it is only retained for

as long as necessary for the purposes for which it was collected. In order to comply with these principles, Anaconda takes a number of steps to restrict and limit the storage of Customers personal data in time. For example, Anaconda imposes contractual obligations on all of its third-party service providers and sub-processors to ensure that they also adhere to these principles and requires them to implement similar data retention and deletion policies. Furthermore, Anaconda has implemented robust technical and organizational measures to ensure that Customer personal is securely deleted once it is no longer required. These measures include the implementation of data retention schedules and the use of automated tools and processes to monitor and delete data.

2.3 Effectiveness of the Measures Regarding the Transfer

2.3.1 US. Surveillance Laws

The Court of Justice of the European Union identified the following US laws as potential barriers to ensuring essentially equivalent protection for personal data in the US in the Schrems II case:

1. **FISA 702:** refers to Section 702 of the Foreign Intelligence Surveillance Act (FISA), which is a law in the United States that governs surveillance activities by the federal government for the purpose of collecting foreign intelligence information. FISA 702 specifically authorizes the collection of electronic communications of non-US persons located outside the US for foreign intelligence purposes.

The law requires that FISA 702 surveillance must be approved by the Foreign Intelligence Surveillance Court in Washington, DC, which is a secret court that oversees requests for surveillance warrants. The court must find that the government's proposed surveillance activities comply with constitutional and statutory requirements, such as the Fourth Amendment's protection against unreasonable searches and seizures.

European Authorities have raised concerns about FISA 702, particularly with regard to the collection of communications of US persons incidentally collected during foreign intelligence surveillance. Nonetheless, the White Paper Notes published in September 2020 about U.S. Privacy Safeguards Relevant to SCCs and Other EU Legal Bases for EU-U.S. Data Transfers after Schrems II explains that *"Most U.S. companies do not deal in data that is of any interest to U.S. intelligence agencies, and have no grounds to believe they do. They are not engaged in data transfers that present the type of risks to privacy that appear to have concerned the ECJ in Schrems II"* and *"The government must record in every case the reasons a specific personal data was targeted."* This is the case for Anaconda.

1. **Executive Order 12333.** It is a United States Federal Government Order from 1981 that outlines the goals, roles, and responsibilities of various intelligence agencies within the U.S. government. It authorizes intelligence agencies like the National Security Agency (NSA) to conduct surveillance outside of the U.S. and provides authority for U.S. intelligence agencies to collect foreign "signals intelligence" information, which includes information collected from communications and other

data passed or accessible by radio, wire, and other electromagnetic means. This may include accessing underwater cables carrying internet data in transit to the US. The White Paper Notes published in September 2020 about U.S. Privacy Safeguards Relevant to SCCs and Other EU Legal Bases for EU-U.S. Data Transfers after Schrems II discussed EO 12333 in relation to the Schrems II ruling. The whitepaper notes that EO 12333 does not on its own authorize the U.S. government to require any Company or person to disclose data and instead appears to rely on exploiting vulnerabilities in telecommunications infrastructure. It also states that bulk data collection, the type of data collection at issue in Schrems II, is expressly prohibited under EO 12333.

Overall, the White Paper Notes suggest that EO 12333 does not present a significant obstacle to ensuring essentially equivalent protection for personal data in the US, provided that appropriate safeguards are in place.

1. **CLOUD Act.** The Clarifying Lawful Overseas Use of Data Act, commonly known as the CLOUD Act, is a U.S. law enacted in 2018 that governs how U.S. law enforcement agencies can access electronic data stored by U.S. technology companies, even if that data is stored outside the United States.

In the White Paper Notes published in September 2020 on U.S. Privacy Safeguards Relevant to SCCs and Other EU Legal Bases for EU-U.S. Data Transfers after Schrems II, it is noted that the CLOUD Act only permits U.S. government access to data in criminal investigations after obtaining a warrant approved by an independent court based on probable cause of a specific criminal act. The CLOUD Act does not allow U.S. government access in national security investigations, and it does not permit bulk surveillance.

2.4 Anaconda's role regarding Surveillance Laws

Anaconda, as a SaaS Company based in the United States, may potentially be subjected to FISA 702 as a Remote Computing Service Provider ("RCSP"). However, we are not engaged in the processing of personal data that is likely to be of interest to US intelligence agencies.

Moreover, we are not expected to be subjected to upstream Surveillance Orders pursuant to FISA 702, which is the type of order primarily addressed in, and deemed problematic by, the Schrems II Decision. We solely carry traffic involving our own Customers and do not provide internet backbone services. The US Government has so far construed and executed FISA 702 upstream orders to solely target market providers that carry traffic for third parties and that have traffic flowing through their internet backbone, such as telecommunications carriers.

Executive Order 12333 does not empower US authorities to compel private companies, including Anaconda, to disclose personal data. FISA 702 necessitates the approval of an independent court to authorize a specific type of foreign intelligence data acquisition, which is generally not associated with commercial information. In the unlikely event that US intelligence agencies were interested in the type of data processed by Anaconda, safeguards such as the requirement for independent court authorization and the necessity and proportionality requirements would safeguard data against excessive surveillance.

2.5 Answers to U.S. Government Access Requests

We recognize the importance of protecting the privacy and security of its Customers' data, as well as complying with applicable laws and regulations., and despite the fact we have not received Government Access Requests ('Requests') before, we have established Policies and Procedures for responding these Access Requests in a manner that minimizes the impact on its Customers' privacy while complying with Legal Requirements.

Therefore, for handling Government Access Requests, which includes verifying the request's legality, specificity, and scope, our Legal Team reviews each Request to ensure it is valid and complies with the Law. Additionally, we limit the amount of information disclosed to the minimum necessary to comply with the request. Anaconda also seeks to notify affected Customers as soon as possible, unless prohibited by law, to allow them to exercise their Legal Rights to challenge the Request.

Overall, Anaconda is committed to upholding its Customers' privacy and security while complying with applicable laws and regulations. Our policies and procedures for handling government access requests are designed to ensure compliance while minimizing the impact on its Customers' privacy. Anaconda is also committed to continuously reviewing and updating its policies and procedures to ensure that they reflect evolving legal and regulatory requirements and best practices.

3. Technical and Organizational Measures Used in Transfer

Anaconda has implemented robust Technical and Security measures to protect Customer Protected Data processed by Third Parties. These measures are set out in the Information Security addendum in our Legal Page, which is a comprehensive document detailing Anaconda's approach to Data Security. In particular, Anaconda secures Data in Transmission using a combination of industry-accepted encryption and Virtual Private Networks (VPNs).

Anaconda's Information Technology team and Security Group impose a set of strict controls on accessing or storing Customer Protected Data on mobile devices, tablets, or laptops. Additionally, Anaconda utilizes and manages Security Infrastructure with firewalls, routers, Intrusion Prevention/Detection Systems (IPS/IDS), load balancers, and VPN concentrators to control access between the internet and Cloud Service. These security measures are designed to containerize and segment access by security profiles to controlled networks and private clouds, allowing only authorized traffic to pass through. Anaconda periodically evaluates and reviews its security measures to ensure that they remain effective and aligned with industry best practices.

4. Periodic Reviews and Assessments

Anaconda shall conduct periodic Reviews and Assessments to determine whether the risks associated with Data Privacy Regulations have changed and whether measures implemented to address the risks associated with transferring personal data outside of Europe are adequate. Such evaluations shall be conducted at appropriate intervals, taking

into account the risks involved, the scope, nature, and purpose of the processing activities, and any new developments or changes in applicable data protection laws or risk environments. If necessary, we will reconsider and revise our risk management and privacy measures to address any new uprising risk or change in the Data Protection Regulatory Environment.

Master Subscription Agreement

Effective Date: June 15, 2022

Master Subscription Agreement

This Anaconda Master Subscription Agreement, including any exhibits, schedules, appendices, and addenda incorporated by reference hereto (collectively, the “**Agreement**”), is between Anaconda, Inc., a Delaware corporation with a principal place of business at 1108 Lavaca Street Suite 110-645, Austin, TX 78701 (“**Anaconda**”), and the individual or entity (“**Customer**”) acquiring and/or providing access to the Anaconda Offering(s) under the terms of this Agreement, and applies to any Subscriptions, Software, Support Services, Professional Services, and add-ons or upgrades to the Product(s) acquired therein, except to the extent those specifically have different terms. This Agreement is entered into as of the final date of signature below (the “**Effective Date**”). Capitalized terms used in this Agreement and not otherwise defined herein are defined in the Section entitled “Definitions”.

By installing, downloading, or otherwise accessing the Offering(s) Customer expressly accepts and agrees to the terms of this Agreement. If Customer is an individual agreeing to the terms of this Agreement on behalf of an entity, Customer represents that Customer has the legal authority to bind that entity. If Customer does not have such authority, or if Customer does not agree with the terms of this Agreement, Customer may not use the Offering(s) either itself or on behalf of the entity.

DEFINITIONS.

“**Affiliate**” means any corporation or legal entity that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“**Anaconda**” “we” “our” or “us” means Anaconda, Inc. or its applicable Affiliate(s).

“**Anaconda Service**” means Support Services and any other consultation or professional services provided by or on behalf of Anaconda under the terms of the Agreement, as identified in the applicable Order and/or SOW.

“Anonymized Data” means any Personal Data (including Customer Personal Data) and data regarding usage trends and behavior with respect to Offerings, that has been anonymized such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by Anaconda or any other party reasonably likely to receive or access that anonymized Personal Data or usage trends and behavior.

“Anaconda Content” means any: Anaconda Content includes geographic and domain information, rules, signatures, threat intelligence and data feeds and Anaconda’s compilation of suspicious URLs.

“Anaconda Partner” or **“Partner”** means an Anaconda authorized reseller, distributor or systems integrator authorized by Anaconda to sell Anaconda Offerings.

“Anaconda Offering” or **“Offering”** means the Anaconda Services, Software, Documentation, software development kits (“SDKs”), application programming interfaces (“APIs”), and any other items or services provided by Anaconda any Upgrades thereto under the terms of this Agreement, the relevant Offering Descriptions, as identified in the relevant Order, and/or any updates thereto.

“Anaconda Proprietary Technology” means any software, code, tools, libraries, scripts, APIs, SDKs, templates, algorithms, data science recipes (including any source code for data science recipes and any modifications to such source code), data science workflows, user interfaces, links, proprietary methods and systems, know-how, trade secrets, techniques, designs, inventions, and other tangible or intangible technical material, information and works of authorship underlying or otherwise used to make available the Anaconda Offerings including, without limitation, all Intellectual Property Rights therein and thereto.

“Approved Source” means Anaconda or an Anaconda Partner.

“Authorized Users” means Customer Users, Customer Affiliates who have been identified to Anaconda and approved, Customer third-party service providers, and each of their respective Users who are permitted to access and use the Anaconda Offering(s) on Customer behalf as part of Customer Order.

“Content” means Packages, components, applications, services, data, content, or resources, which are available for download access or use through the Offerings, and owned by third-party providers, defined herein as Third Party Content, or Anaconda, defined herein as Anaconda Content.

“Documentation” means the technical specifications and usage materials officially published by Anaconda specifying the functionalities and capabilities of the applicable Anaconda Offerings.

“Educational Entities” means educational organizations, classroom learning environments, or academic instructional organizations.

“Fees” mean the costs and fees for the Anaconda Offerings(s) set forth within the Order and/or SOW, or any fees due immediately when purchasing via the web-portal.

“Government Entities” means any body, board, department, commission, court, tribunal, authority, agency or other instrumentality of any such government or otherwise exercising any executive, legislative, judicial, administrative or regulatory functions of any Federal, State, or local government (including multijurisdictional agencies, instrumentalities, and entities of such government)

“Internal Use” means Customer’s use of an Offering for Customer’s own internal operations, to perform Python/R data science and machine learning on a single platform from Customer’s systems, networks, and devices. Such use does not include use on a service bureau basis or otherwise to provide services to, or process data for, any third party, or otherwise use to monitor or service the systems, networks, and devices of third parties.

“Intellectual Property Rights” means any and all now known or hereafter existing worldwide: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) Confidential Information, including trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing.

“Malicious Code” means code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Anaconda Offerings (for example, as part of some of Anaconda’s Security Offering(s)).

“Mirror” or “Mirroring” means the unauthorized or authorized act of duplicating, copying, or replicating an Anaconda Offering, (e.g. repository, including its contents, files, and data), from Anaconda’s servers to another location. If Mirroring is not performed under a site license, or by written authorization by Anaconda, the Mirroring constitutes a violation of Anaconda’s Terms of Service and licensing agreements.

“Offering Description” means a legally structured and detailed description outlining the features, specifications, terms, and conditions associated with a particular product, service, or offering made available to customers or users. The Offering Description serves as a legally binding document that defines the scope of the offering, including pricing, licensing terms, usage restrictions, and any additional terms and conditions.

“Order” or “Order Form” means a legally binding document, website page, or electronic mail that outlines the specific details of Customer purchase of Anaconda Offerings or Anaconda Services, including but not limited to product specifications, pricing, quantities, and payment terms either issued by Anaconda or from an Approved Source.

“Personal Data” Refers to information falling within the definition of 'personal data' and/or 'personal information' as outlined by Relevant Data Protection Regulations, such as a personal identifier (e.g., name, last name, and email), financial information (e.g., bank account numbers) and online identifiers (e.g., IP addresses, geolocation).

“Relevant Data Protection Regulations” mean, as applicable, (a) Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5) along with any supplementary or replacement bills enacted into law by the Government of Canada (collectively **“PIPEDA”**); (b) the General Data Protection Regulation (Regulation (EU) 2016/679) and applicable laws by EU member states which either supplement or are necessary to implement the GDPR (collectively **“GDPR”**); (c) the California Consumer Privacy Act of 2018 (Cal. Civ. Code § 1798.198(a)), along with its various amendments (collectively **“CCPA”**); (d) the GDPR as applicable under section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended) (collectively **“UK GDPR”**); (e) the Swiss Federal Act on Data Protection of June 19, 1992 and as it may be revised from time to time (the **“FADP”**); and (f) any other applicable law related to the protection of Personal Data.

“Site License” means a License that confers Customer the right to use Anaconda Offerings throughout an organization, encompassing authorized Users without requiring individual licensing arrangements. Site Licenses have limits based on company size as set forth in a relevant Order, and does not cover future assignment of Users through mergers and acquisitions unless otherwise specified in writing by Anaconda.

“Software” means the Anaconda Offerings, including Upgrades, firmware, and applicable Documentation.

“Subscription” means the payment of recurring Fees for accessing and using Anaconda's Software and/or an Anaconda Service over a specified period. Customer subscription grants you the right to utilize our products, receive updates, and access support, all in accordance with our terms and conditions for such Offering.

“Subscription Fees” means the costs and Fees associated with a Subscription.

“Support Services” means the support and maintenance services provided by Anaconda to Customer in accordance with the relevant support and maintenance policy (**“Support Policy”**).

“Third Party Services” means external products, applications, or services provided by entities other than Anaconda. These services may be integrated with or used in conjunction with Anaconda's offerings but are not directly provided or controlled by Anaconda.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

“Usage Term” means the period commencing on the date of delivery and continuing until expiration or termination of the Order, during which period Customer have the right to use the applicable Anaconda Offering.

“User” means the individual, system (e.g. virtual machine, automated system, server-side container, etc.) or organization that (a) has visited, downloaded or used the Offerings(s), (b) is using the Offering or any part of the Offerings(s), or (c) directs the use of the Offerings(s) in the performance of its functions.

“Version” means the Offering configuration identified by a numeric representation, whether left or right of the decimal place

1. ACCESS & USE.

1.1 General License Grant. Subject to compliance with the terms of this Agreement, Anaconda hereby grants Customer a limited, non-exclusive, non-transferable license, without rights to sublicense, to use the Offering(s) during the Subscription Term, exclusively for Internal Use or as otherwise detailed herein. If Customer has ordered a copy of the Product(s) for on-premise download and installation, Anaconda also grants Customer, during the Subscription Term (a) the right to install the Software on servers it manages, and (b) the right to make a reasonable number of copies of the Offering(s) solely for archival or backup purposes. Anaconda further grants Customer the right to make copies of the Documentation solely for Customer’s Internal Use. Anaconda retains all rights not expressly granted to Customer in this Agreement.

1.2 License Restrictions. Unless expressly agreed by Anaconda, Customer may not: (a) Make, sell, resell, license, sublicense, distribute, rent, or lease any Offerings available to anyone other than Customer or its Users, unless expressly stated otherwise in an Order or the Documentation or as otherwise expressly permitted in writing by Anaconda; (b) Use the Offerings to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) Use the Offerings or Third Party Services to store or transmit Malicious Code, or attempt to gain unauthorized access to any Offerings or Third Party Services or their related systems or networks; (d) Interfere with or disrupt the integrity or performance of any Offerings or Third Party Services, or third-party data contained therein; (e) Permit direct or indirect access to or use of any Offerings or Third Party Services in a way that circumvents a contractual usage limit, or use any Offerings to access, copy or use any Anaconda intellectual property except as permitted under this Agreement, a Custom Agreement, an Order or the Documentation; (f) Modify, copy or create derivative works of the Offerings or any part, feature, function or user interface thereof except, and then solely to the extent that, such activity is required to be permitted under applicable law; (g) Copy Content except as permitted herein or in an Order, a Custom Agreement or the Documentation or republish any material portion of any Offering in a manner competitive with the offering by Anaconda, including republication on another website or redistribute or embed any or all Offerings in a commercial product for redistribution or resale; (h) Frame or Mirror any part of any

Content or Offerings, except if and to the extent permitted in this Agreement or Order for Customer's own Internal Use and as permitted in this Agreement; (i) Except and then solely to the extent required to be permitted by applicable law, copy, disassemble, reverse engineer, or decompile an Offering, or access an Offering to build a competitive service by copying or using similar ideas, features, functions or graphics of the Offering. Customer may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of our Offerings or Content. Anaconda reserves the right to end any such activity. Redistribution or embedding any Offering in any product unless otherwise specified by this Agreement, Order, or applicable Documentation requires a paid commercial redistribution license from Anaconda. Customer will not use or deploy the Offering(s) in excess of the applicable license units for which Customer has paid the applicable license Fee.

1.3 Beta Offerings. Anaconda provides Beta Offerings "AS-IS" without support or any express or implied warranty or indemnity for any problems or issues, and Anaconda has no liability relating to Customer's use of the Beta Offerings. Unless agreed in writing by Anaconda, Customer will not put Beta Offerings into production use. Customer may only use the Beta Offerings for the period specified by Anaconda in writing; (b) Anaconda, in its discretion, may stop providing the Beta Offerings at any time, at which point Customer must immediately cease using the Beta Offering(s); and (c) Beta Offerings may contain bugs, errors, or other issues.

1.4 Content. In consideration of Customer's payment of all owed Fees, Anaconda hereby grants to Customer and Customer's Users a non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license during the Usage Term to access, input, use, transmit, copy, process, and measure the Content solely (1) within the Offerings and to the extent required to enable the ordinary and unmodified functionality of the Offerings as described in the Offering Descriptions, and (2) for Customer's Internal Use. Customer hereby acknowledges that the grant hereunder is solely being provided for its Internal Use and not to modify or to create any derivatives based on the provided Content.

1. **USERS & LICENSING.**

2.1 Use by Authorized Users. Customer's "Users" are its employees, agents, and independent contractors (including outsourcing service providers) that Customer authorizes to use the Anaconda Offering(s) on its behalf for its Internal Use, provided that Customer is responsible for: (a) ensuring that such Users comply with this Agreement; and (b) any breach of this Agreement by such Users.

2.2 Use by Customer Affiliates. Customer's Affiliates may use the Anaconda Offering(s) on its behalf for its Internal Use only with prior written approval from Anaconda.

2.3 Licenses for Systems. For each End User Computing Device ("EUCD") (i.e. laptops, desktop devices) one license covers one installation and a reasonable number of virtual installations on the EUCD (e.g. Docker, VirtualBox, Parallels, etc.). Any other installations, usage, deployments, or access must have an individual license per each additional usage and shall be counted as one User for quantitative license count purposes.

2.4 Mirroring. Customer may only Mirror the Anaconda Offerings with the purchase of a Site License, unless explicitly included in an Order Form.

2.5 Beta Offerings. Participation in any Beta Offerings or testing programs is voluntary and solely at Customer's discretion. Anaconda provides Beta Offerings "AS-IS" without support or any express or implied warranty or indemnity for any problems or issues, and Anaconda has no liability relating to Customer's use of the Beta Offerings. Unless agreed in writing by Anaconda, Customer will not put Beta Offerings into production use. Customer may only use the Beta Offerings for the period specified by Anaconda in writing; (b) Anaconda, in its discretion, may stop providing the Beta Offerings at any time, at which point Customer must immediately cease using the Beta Offering(s); and (c) Beta Offerings may contain bugs, errors, or other issues.

2.6 Content. In consideration of Customer's payment of Subscription Fees, Anaconda hereby grants to Customer and its Users a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license during the Usage Term to access, input, use, transmit, copy, process, and measure the Content solely (1) within the Offerings and to the extent required to enable the ordinary and unmodified functionality of the Offerings as described in the Offering descriptions, and (2) for its Internal Use. Customer hereby acknowledge that the grant hereunder is solely being provided for your Internal Use and not to modify or to create any derivatives based on the Content.

2. ANACONDA OFFERINGS.

3.1 Upgrades or Additional Copies of Offerings. Customer may only use additional copies of the Offerings beyond the applicable Order if Customer has acquired such rights under an agreement with Anaconda. Customer may only use Upgrades under its Order to the extent it has discontinued use of prior Versions of the Offerings.

3.2 Changes to Offerings: Maintenance. Anaconda may: (a) enhance or refine an Offering, although in doing so, Anaconda will not materially reduce the core functionality of that Offering, except as contemplated in Section 3.4 (End of Life); and (b) perform scheduled maintenance of the infrastructure and software used to provide an Offering, during which Customer may experience some disruption to that Offering. Whenever reasonably practicable, Anaconda will provide Customer with advance notice of such maintenance. Customer acknowledges that occasionally, Anaconda may need to perform emergency maintenance without providing advance notice, during which Anaconda may temporarily suspend Customer's access to, and use of, the Offering.

3.3 Use with Third Party Products. If Customer uses the Anaconda Offering(s) with third party products, such use is at Customer's risk. Anaconda does not provide support or guarantee ongoing integration support for products that are not a native part of the Anaconda Offering(s).

3.4 End of Life. Anaconda reserves the right to discontinue the availability of an Anaconda Offering, including its component functionality, hereinafter referred to as "End of Life" or "EOL", by providing written notice through its official website, accessible at www.anaconda.com at least sixty (60) days prior to the EOL. In such instances, Anaconda is under no obligation to provide support in the transition

away from the EOL Offering or feature, Customer shall transition to the latest Version of the Anaconda Offering, as soon as the newest Version is released in order to maintain uninterrupted service. In the event that Customer or a Customer designated Anaconda Partner have previously remitted a prepaid fee for the utilization of an Offering, and if the Offering becomes subject to EOL before the end of an existing Usage Term, Anaconda shall undertake commercially reasonable efforts to provide the necessary information to facilitate a smooth transition to an alternative Anaconda Offering that bears substantial similarity in terms of functionality and capabilities. Anaconda will not be held liable for any direct or indirect consequences arising from the EOL of an Offering or feature, including but not limited to data loss, service interruption, or any impact on business operations.

1. **OPEN SOURCE, CONTENT & APPLICATIONS.**

4.1 Open-Source Software & Packages. Our Offerings include open-source libraries, components, utilities, and third-party software that is distributed or otherwise made available as “free software,” “open-source software,” or under a similar licensing or distribution model (“Open-Source Software”), which may be subject to third party open-source license terms (the “Open-Source Terms”). Certain Offerings are intended for use with open-source Python and R software packages and tools for statistical computing and graphical analysis (“Packages”), which are made available in source code form by third parties and Community Users. As such, certain Offerings interoperate with certain Open-Source Software components, including without limitation Open Source Packages, as part of its basic functionality; and to use certain Offerings, Customer will need to separately license Open-Source Software and Packages from the licensor. Anaconda is not responsible for Open-Source Software or Packages and does not assume any obligations or liability with respect to Customer or its Users' use of Open-Source Software or Packages. Notwithstanding anything to the contrary, Anaconda makes no warranty or indemnity hereunder with respect to any Open-Source Software or Packages. Some of such Open-Source Terms or other license agreements applicable to Packages determine that to the extent applicable to the respective Open-Source Software or Packages licensed thereunder. Any such terms prevail over any conflicting license terms, including this Agreement. Anaconda will use best efforts to use only Open-Source Software and Packages that do not impose any obligation or affect the Customer Data (as defined hereinafter) or Intellectual Property Rights of Customer (beyond what is stated in the Open-Source Terms and herein), on an ordinary use of our Offerings that do not involve any modification, distribution, or independent use of such Open-Source Software.

4.2 Open Source Project Affiliation. Anaconda's software packages are not affiliated with upstream open source projects. While Anaconda may distribute and adapt open source software packages for user convenience, such distribution does not imply any endorsement, approval, or validation of the original software's quality, security, or suitability for specific purposes.

4.3 Third-Party Services and Content. Customer may access or use, at Customer's sole discretion, certain third-party products, services, and Content that interoperate with the Offerings including, but not limited to: (a) third party Packages, components, applications, services, data, content, or resources found in the

Offerings, and (b) third-party service integrations made available through the Offerings or APIs (collectively, “Third-Party Services”). Each Third-Party Service is governed by the applicable terms and policies of the third-party provider. The terms under which Customer access, use, or download Third-Party Services are solely between Customer and the applicable Third-Party Service provider. Anaconda does not make any representations, warranties, or guarantees regarding the Third-Party Services or the providers thereof, including, but not limited to, the Third-Party Services’ continued availability, security, and integrity. Third-Party Services are made available by Anaconda on an “AS IS” and “AS AVAILABLE” basis, and Anaconda may cease providing them in the Offerings at any time in its sole discretion and Customer shall not be entitled to any refund, credit, or other compensation.

2. **CUSTOMER CONTENT, APPLICATIONS, & RESPONSIBILITIES.**

5.1 Customer Content and Applications. We assume no liability for the Customer Content Customer publishes through our Offerings. Customer agrees to adhere to our Acceptable Use Policy while utilizing our platform. Customer can share its submitted Customer Content or Customer Applications with others using our Offerings. By sharing Customer Content, Customer grants legal rights to those that receive access. Anaconda has no responsibility to enforce, police, or otherwise aid Customer in enforcing or policing the terms of the license(s) or permission(s) Customer has chosen to offer. Anaconda is not liable for third-party misuse of submitted Customer Content or Customer Applications on our Offerings. Customer Applications does not include any derivative works that might be created out of open source where the license prohibits derivative works.

5.2 Removal of Customer Content and Applications. If Customer receives a removal notification regarding any Customer Content or a Customer Application due to legal reasons or policy violations, Customer must immediately remove the offending Customer Content or Customer Application(s). If Customer doesn’t comply or the violation persists, Anaconda may disable the Content or Customer’s access to the Content. If required, Customer must confirm in writing that it has deleted or stopped using the Customer Content or Customer Applications. Anaconda might also remove Customer Content or Customer Applications if requested by a Third-party rights holder whose rights have been violated. Anaconda isn’t obliged to store or provide copies of Customer Content or Customer Applications that have been removed. It is Customer’s responsibility to maintain a back-up of Customer Content.

5.3 Protecting Account Access. Customer will keep all account information up to date, use reasonable means to protect Customer account information, passwords, and other login credentials, and promptly notify Anaconda of any known or suspected unauthorized use of or access to Customer’s account.

3. **YOUR DATA, PRIVACY & SECURITY.**

6.1 Customer Data. “Customer Data”, means any data, files, attachments, text, images, reports, personal information, or any other data that is, uploaded or submitted, transmitted, or otherwise made available, to or through the Offerings, by Customer or any of its Users and is processed by Anaconda on your behalf. For the avoidance of doubt, Anonymized Data is not regarded as Customer Data. Customer retains all right, title, interest, and control, in and to the Customer Data, in the form

submitted to the Offerings. Subject to this Agreement, Customer grants Anaconda a worldwide, royalty-free, non-exclusive license to store, access, use, process, copy, transmit, distribute, perform, export, and display the Customer Data, and solely to the extent that reformatting Customer Data for display in the Offerings constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The aforementioned license is hereby granted solely: (i) to maintain, improve and provide Customer the Offerings; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when Anaconda has a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of this Agreement; (iv) to comply with a valid legal subpoena, request, or other lawful process; (v) detect and avoid overage of use of our Offering and confirm compliance by Customer with this Agreement and other applicable agreements and policies; (vi) to create Anonymized Data whether directly or through telemetry, and (vi) as expressly permitted in writing by Customer. Anaconda may use and retain your Account Information for business purposes related to this Agreement and to the extent necessary to meet Anaconda's legal compliance obligations (including, for audit and anti-fraud purposes). We reserve the right to utilize aggregated data to enhance our Offerings functionality, ensure compliance, avoid Offering overuse, and derive insights from customer behavior, in strict adherence to our Privacy Policy.

6.2 Processing Customer Data. The ordinary operation of certain Offerings requires Customer Data to pass through Anaconda's network. To the extent that Anaconda processes Customer Data that includes Personal Data, Anaconda will handle such Personal Data in compliance with our Data Processing Addendum.

6.3 Privacy Policy. The terms articulated within our Data Processing Agreement ("DPA") shall take precedence over our Privacy Policy concerning data processing matters.

6.4 Aggregated Data. Anaconda retains all right, title, and interest in the models, observations, reports, analyses, statistics, databases, and other information created, compiled, analyzed, generated or derived by Anaconda from platform, network, or traffic data in the course of providing the Offerings ("Aggregated Data"). To the extent the Aggregated Data includes any Personal Data, Anaconda will handle such Personal Data in compliance with applicable data protection laws and the Privacy Policy or DPA, as applicable.

6.5 Offering Security. Anaconda will implement industry standard security safeguards for the protection of Customer Confidential Information, including any Customer Content originating or transmitted from or processed by the Offerings and/or cached on or within Anaconda's network and stored within the Offerings in accordance with its policies and procedures. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management procedures.

4. **SUPPORT.**

7.1 Support Services. Anaconda offers Support Services that may be included with an Offering. Anaconda will provide the purchased level of Support Services in accordance with the terms of the **Support Policy** as detailed in the applicable Order. Unless ordered, Anaconda shall have no responsibility to deliver Support Services to Customer. The Support Service Levels and Tiers are described in the relevant Support Policy.

7.2 Information Backups. Customer is aware of the risk that Customer Content may be lost or irreparably damaged due to faults, suspension, or termination. While we might back up data, we cannot guarantee these backups will occur to meet Customer's frequency needs or ensure successful recovery of Customer Content. It is Customer's obligation to back up any Content it wishes to preserve. We bear no legal liability for the loss or damage of Customer Content.

5. **OWNERSHIP & INTELLECTUAL PROPERTY.**

8.1 General. Unless agreed in writing, nothing in this Agreement transfers ownership in, or grants any license to, any Intellectual Property Rights.

8.2 Feedback. Anaconda may use any feedback Customer provides in connection with Customer's use of the Anaconda Offering(s) as part of its business operations. Customer hereby agrees that any feedback provided to Anaconda will be the intellectual property of Anaconda without compensation to the provider, author, creator, or inventor of providing the feedback.

8.3 DMCA Compliance. Customer agrees to adhere to our Digital Millennium Copyright Act (DMCA) policies established in our Acceptable Use Policy.

6. **CONFIDENTIAL INFORMATION.**

9.1 Confidential Information. In connection with this Agreement and the Offerings (including the evaluation thereof), each Party ("Discloser") may disclose to the other Party ("Recipient"), non-public business, product, technology and marketing information, including without limitation, customers lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior or after the Effective Date ("Confidential Information"). For the avoidance of doubt, (i) Customer Data is regarded as Customer's Confidential Information, and (ii) our Offerings, including Beta Offerings, and inclusive of their underlying technology, and their respective performance information, as well as any data, reports, and materials we provided to Customer in connection with your evaluation or use of the Offerings, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Discloser; (b) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (c) is received from a third party without breach of any obligation owed to the Discloser; or (d) was independently developed by the Recipient without any use or reference to the Confidential Information.

9.2 Confidentiality Obligations. The Recipient will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, service providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as

restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under this Agreement and to consultants and advisors to such party, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.

9.3 Compelled Disclosure. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that to the extent legally permissible, the Recipient shall make best efforts to provide prompt written notice of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure.

7. INDEMNIFICATION.

10.1 By Customer. Customer hereby agree to indemnify, defend and hold harmless Anaconda and our Affiliates and their respective officers, directors, employees and agents from and against any and all claims, damages, obligations, liabilities, losses, reasonable expenses or costs incurred as a result of any third party claim arising from (i) Customer and/or any of its Users', violation of this Agreement or applicable law; and/or (ii) Customer Data and/or Customer Content, including the use of Customer Data and/or Customer Content by Anaconda and/or any of our subcontractors, which infringes or violates, any third party's rights, including, without limitation, Intellectual Property Rights.

10.2 By Anaconda. Anaconda will defend any third party claim against Customer that Customer's valid use of the Anaconda Offering(s) under an Order infringes a third party's U.S. patent, copyright or U.S. registered trademark (the "IP Claim"). Anaconda will indemnify Customer against the final judgment entered by a court of competent jurisdiction arising out of an IP Claim, provided that Customer: (a) promptly notify Anaconda in writing of the IP Claim; (b) fully cooperate with Anaconda in the defense of the IP Claim; and (c) grant Anaconda the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal. Anaconda will have no obligation to reimburse Customer for Customer's attorney fees and costs in connection with any IP Claim for which Anaconda is providing defense and indemnification hereunder. Customer, at Customer's own expense, may retain Customer's own legal representation.

10.3 Exclusions. Notwithstanding the foregoing, Anaconda will have no obligation under this Section 10 or otherwise with respect to an IP Claim based upon: (i) any use of the Offering(s) not in accordance with this Agreement or the Documentation; (ii) Anaconda's conformance to Customer's unique specifications performed at Customer's request; (iii) any use of the Offering(s) in combination with third party products, equipment, software or content not supplied by Anaconda; (iv) any modification of the Product(s) by any person other than Anaconda or its authorized agents; or (v) use of the Open-Source Software or Third-Party Products.

10.4 Remedies. If an IP Claim is made and prevents Customer's exercise of the Usage Rights, Anaconda will either procure for Customer the right to continue using the Anaconda Offering(s), or replace or modify the Anaconda Offering(s) with functionality that is non-infringing. Only if Anaconda determines that these alternatives are not reasonably available, Anaconda may terminate Customer Usage

Rights granted under this Agreement upon written notice to Customer and will refund Customer a prorated portion of the fee Customer paid for the Anaconda Offering(s) for the remainder of the unexpired Usage Term.

10.5 Exclusive Remedy. This Section 10 (Indemnification) states Anaconda's entire obligation and Customer's exclusive remedy regarding any IP Claim against Customer.

8. LIMITATION OF LIABILITY.

11.1 Limitation of Liability. Neither Party will be liable for indirect, incidental, exemplary, punitive, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings except as a result of violation of Anaconda's Intellectual Property Rights. Except as a result of violation of Anaconda's Intellectual Property Rights, the maximum aggregate liability of each party under this Agreement is limited to: (a) for claims solely arising from software licensed on a perpetual basis, the Fees received by Anaconda for that Offering; or (b) for all other claims, the Fees received by Anaconda for the applicable Anaconda Offering and attributable to the 12 month period immediately preceding the first claim giving rise to such liability. This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident. No claim, regardless of form, which in any way arises out of the Agreement may be made, nor action based upon such claim be brought by Customer more than one (1) year after the termination or expiration of the Agreement. In no event will Anaconda's suppliers have any liability arising out of or in any way connected to the Agreement.

11.2 Exclusions. Section 11.1 does not apply to liability arising from: (a) Customer's failure to pay all amounts due; or (b) Customer breach of Section 1 (Access & Use), Section 4 (Open Source, Content & Applications), Section 5 (Customer Content, Applications & Responsibilities), Section 8 (Ownership & Intellectual Property) or Section 15.10 (Export).

9. FEES & PAYMENT.

12.1 Fees. Orders for the Anaconda Offering(s) are non-cancellable. Fees for Customer use of an Anaconda Offering are set out in Customer Order or similar purchase terms with Customer's Approved Source. If payment is not received within the specified payment terms, any overdue and unpaid balances will be charged interest at a rate of five percent (5%) per month, charged daily until the balance is paid.

12.2 Billing. Customer agrees to provide Anaconda with updated, accurate, and complete billing information, and Customer hereby authorizes Anaconda, either directly or through our payment processing service or our Affiliates, to charge the applicable Fees set forth in the Order via the selected payment method, upon the due date. Unless expressly set forth herein, the Fees are non-cancellable and non-refundable. We reserve the right to change the Fees at any time, upon notice to Customer if such change may affect your existing Subscriptions or other renewable services upon renewal. In the event of Customer's failure to pay the Fees Customer

owed, we may, at our sole discretion (but shall not be obligated to), retry to collect at a later time, and/or suspend or cancel the Account, without notice. Customer agrees to pay a late charge of one percent (1%) of the total Fees owed per month (or part of a month), or the maximum rate permitted by applicable law, whichever is less, for all amounts not paid when due.

12.3 Taxes. The Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, which may be imposed in respect of this Agreement and the purchase or sale, of the Offerings or other services set forth in the Order (the "Taxes"), except for Taxes imposed on Anaconda's income.

10. TERM, TERMINATION & SUSPENSION.

13.1 Subscription Term. The Offerings are provided on a subscription basis for the term specified in the applicable Order (the "Subscription Term"). The termination or suspension of an individual Order will not terminate or suspend any other Order. If this Agreement is terminated as a whole, all outstanding Order(s) will terminate.

13.2 Subscription Auto-Renewal. To prevent interruption or loss of service when using the Offerings or any Subscription and/or Support Services will renew automatically unless Customer notifies Anaconda of its intent to not renew at least ninety (90) days prior to expiration of the Subscription Term.

13.3 Termination. If a party materially breaches this Agreement and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this Agreement for cause. Anaconda may immediately terminate Customer's Usage Rights if Customer breaches Section 1 (Access & Use), Section 5 (Open Source, Content & Applications), Section 8 (Ownership & Intellectual Property) or Section 15.10 (Export) or any of the Offering Descriptions.

13.4 Survival. Section 8 (Ownership & Intellectual Property), Section 6.4 (Aggregated Data), Section 9 (Confidential Information), Section 9.3 (Warranty Disclaimer), Section 11 (Limitation of Liability), Section 14 (Term, Termination & Suspension), obligations to make payment under Section 12 which accrued prior to termination (Fees & Payment), Section 13.4 (Survival), Section 13.5 (Effect of Termination), Section 14 (Records, User Count) and Section 15 (General Provisions) survive termination or expiration of this Agreement.

13.5 Effect of Termination. Upon termination of this Agreement, Customer must stop using the Anaconda Offering(s) and destroy any copies of Anaconda Proprietary Technology and Confidential Information within Customer's control. Upon Anaconda's termination of this Agreement for Customer's material breach, Customer will pay Anaconda or the Approved Source any unpaid fees through to the end of the then-current Usage Term. If Customer continues to use or access any Anaconda Offering(s) after termination, Anaconda or the Approved Source may invoice Customer, and Customer agrees to pay for such continued use. Anaconda may require evidence of compliance with this Section 13. Upon request, you agree to provide evidence of compliance to Anaconda demonstrating that all proprietary Anaconda Offering(s) or components thereof have been removed from your systems. Such evidence may be in the form of a system scan report or other similarly detailed method.

13.6 Excessive Usage. Anaconda shall have the right to throttle or restrict Customer access to the Offerings where Anaconda, in its sole discretion, believe that Customer and/or any of its Users, have misused the Offerings or otherwise used the Offerings in an excessive manner compared to the anticipated standard use, at our sole discretion, of the Offerings, including, without limitation, excessive network traffic and bandwidth, size and/or length of Content, quality and/or format of Content, sources of Content, volume of download time, etc.

1. **RECORDS, USER COUNT.**

14.1 Verification Records. During the Usage Term and for a period of thirty six (36) months after its expiry or termination, Customer will take reasonable steps to maintain complete and accurate records of Customer use of the Anaconda Offering(s) sufficient to verify compliance with this Agreement (“Verification Records”). Upon reasonable advance notice, and no more than once per 12-month period unless the prior review showed a breach by Customer, Customer will, within thirty (30) days from Anaconda’s notice, allow Anaconda and/or its auditors access to the Verification Records and any applicable books, systems (including Anaconda product(s) or other equipment), and accounts during Customer normal business hours.

14.2 Quarterly User Count. In accordance with the pricing structure stipulated within the relevant Order Form and this Agreement, in instances where the pricing assessment is contingent upon the number of users, Anaconda will conduct a periodic true-up on a quarterly basis to ascertain the alignment between the actual number of users utilizing the services and the initially reported user count, and to assess for any unauthorized or noncompliant usage.

14.3 Penalties for Overage or Noncompliant Use. Should the actual user count exceed the figure initially provided, or unauthorized usage is uncovered, the contracting party shall remunerate the difference to Anaconda, encompassing the additional users or noncompliant use in compliance with Anaconda’s then-current pricing terms. The payment for such difference shall be due in accordance with the invoicing and payment provisions specified in this Agreement and/or within the relevant Order. Fees may be waived by Anaconda at its sole discretion.

1. **GENERAL PROVISIONS.**

15.1 Order of Precedence. If there is any conflict between this Agreement and any Offering Description expressly referenced in this Agreement, the order of precedence is: (a) such Offering Description; (b) this Agreement (excluding the Offering Description and any Anaconda policies); then (c) any applicable Anaconda policy expressly referenced in this Agreement and any agreement expressly incorporated by reference.

15.2 Entire Agreement. This Agreement is the complete agreement between the parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).

15.3 Third Party Beneficiaries. This Agreement does not grant any right or cause of action to any third party.

15.4 Assignment. Anaconda may assign this Agreement to (a) an Affiliate; or (b) a successor or acquirer pursuant to a merger or sale of all or substantially all such

party's assets at any time and without written notice. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of Anaconda and their respective successors and permitted assigns.

15.4 US Government End Users. The Offerings and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All US Government end users acquire the Offering(s) and Documentation with only those rights set forth in this Agreement. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the US Government. In no event shall source code be provided or considered to be a deliverable or a software deliverable under this Agreement.

15.5 Anaconda Partner Transactions. If Customer purchases access to an Anaconda Offering from an Anaconda Partner, the terms of this Agreement apply to Customer use of that Anaconda Offering and prevail over any inconsistent provisions in Customer agreement with the Anaconda Partner.

15.6 Compliance with Laws. Each party will comply with all laws and regulations applicable to their respective obligations under this Agreement.

15.7 Export. The Anaconda Offerings are subject to U.S. and local export control and sanctions laws. Customer acknowledges and agrees to the applicability of and Customer compliance with those laws, and Customer will not receive, use, transfer, export or re-export any Anaconda Offerings in a way that would cause Anaconda to violate those laws. Customer also agree to obtain any required licenses or authorizations. Without limiting the foregoing, Customer may not acquire Offerings if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or (2) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

15.8 Governing Law and Venue. THIS AGREEMENT, AND ANY DISPUTES ARISING FROM THEM, WILL BE GOVERNED EXCLUSIVELY BY THE GOVERNING LAW OF DELAWARE AND WITHOUT REGARD TO CONFLICTS OF LAWS RULES OR THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. EACH PARTY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED WITHIN THE STATE OF DELAWARE. EACH PARTY DOES HEREBY WAIVE HIS/HER/ITS RIGHT TO A TRIAL BY JURY, TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDING OR TO NAME UNNAMED MEMBERS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDINGS. Customer acknowledge that any violation of the requirements under Section 8 (Ownership & Intellectual Property) or Section 9 (Confidential Information) may cause irreparable damage to Anaconda and that Anaconda will be entitled to seek injunctive and other equitable or legal relief to prevent or compensate for such unauthorized use.

15.9 Notices. Notices to Anaconda should be sent to Anaconda, Inc., Attn: Legal at 1108 Lavaca Street, Suite 110-645 Austin, TX 78701 and legal@anaconda.com. To Customer: [TO BE INSERTED].

15.10 Publicity. Anaconda reserves the right to reference Customer as a customer of Anaconda and display your logo and name on our website and other promotional materials for marketing purposes. Any display of Customer's logo and name shall be in compliance with Customer's branding guidelines, if provided by notice pursuant to Section 15.10 by Customer. Except as provided in this Section 15.11 or by separate mutual written agreement, neither party will use the logo, name or trademarks of the other party or refer to the other party in any form of publicity or press release without such party's prior written approval.

15.11 Force Majeure. Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.

15.12 No Waiver; Severability. Failure by either party to enforce any right under this Agreement will not waive that right. If any portion of this Agreement is not enforceable, it will not affect any other terms.

ADDITIONAL POLICIES & TERMS

Effective Date: September 24, 2022

EMBEDDED END CUSTOMER TERMS

(TO ANACONDA TERMS OF SERVICE)

By downloading, installing, or using the Software through the Anaconda Platform, you ("End Customer") agree to be bound by these Supplemental Software Terms (the "Supplemental Terms"), which amend and are incorporated into the Anaconda **Terms of Service** ("TOS"), solely with regard to the Software hosted and provided by Anaconda, Inc. ("Anaconda"). These Supplemental Terms, together with the TOS, as applicable, govern all integrations to and from the Software. In the event of any inconsistency between the TOS and these Supplemental Terms, these Supplemental Terms shall prevail with respect to the Software then the TOS.

By downloading, installing, or using the Software through the Anaconda Platform, End Customer represents and affirms that End Customer has read, understand, and agree to be legally bound by and comply with these Supplemental Terms. If End Customer does not agree with these Supplemental Terms, End Customer is not authorized to use the Software in any manner.

NOTWITHSTANDING THE FOREGOING, IF END CUSTOMER HAS NEGOTIATED A SEPARATE COMMERCIAL AGREEMENT WITH ANACONDA, WHICH GOVERNS END CUSTOMER'S USE OF THE SOFTWARE, THE TERMS AND CONDITIONS OF THE SUPPLEMENTAL TERMS SHALL SUPERSEDE THE TERMS AND CONDITIONS OF SUCH NEGOTIATED AGREEMENT TO THE EXTENT THEY ARE INCONSISTENT.

Capitalized terms used in these Supplemental Terms and not otherwise defined herein are defined in the Anaconda Terms of Service.

1. USE OF THE SOFTWARE.

1.1 GENERAL GRANT. Anaconda shall own and retain all right, title, and interest in and to the Anaconda Platform, Software, and all derivatives, features, modifications, and updates thereto. During the term of the End Customer Agreement and subject to End Customer's compliance with the provisions of the End Customer Agreement and these Supplemental Terms, End Customer (and its Affiliates) will have a worldwide, non-exclusive, non-transferable, non-sublicensable and revocable right to use the Software via the Partner Solution. Except as provided in Section 1.2, End Customer's use of the Software shall only occur through the Partner Solution made available to End Customer by Partner.

1.2 END CUSTOMER USAGE. Anaconda grants to End Customer (and its Affiliates) a limited, revocable, royalty-free, nontransferable, non-assignable, nonexclusive license to access and use the Anaconda Platform and Software in End Customer's environment solely to develop, integrate, and test the Software for End Customer's use with the Partner Solution. End Customer acknowledges and agrees: (i) any Software furnished to End Customer under this Section 1.2 is provided solely as a convenience for development, demonstration, trial, marketing, integration, testing, and training purposes.; (ii) this temporary license will not be construed as a license to the Software, which remains subject to these Terms; (iii) Anaconda retains the exclusive right to choose whether to provide the Software, in whole or in part; and (iv) Anaconda may, in its sole discretion and without any notice to End Customer, suspend or terminate End Customer's access to the Software, if End Customer exceeds the scope of this grant, without a separate written agreement with Anaconda. For avoidance of doubt, and subject to the terms and conditions contained herein, End Customer is permitted to modify the Software to develop bug fixes, customizations, or additional features, solely for the purpose of using the Partner Solution as defined in, and during the term of, these Terms and the Customer Agreement. Under no circumstance may End Customer distribute the Software via an Embedded or Bundled Combination without entering into a separate agreement with Anaconda. End Customer shall also not copy elements of the Software into other applications. In addition, the Software includes license protection mechanisms that are designed to manage and protect the Intellectual Property Rights of Anaconda. End Customer must not modify or alter those features to try to defeat the Software use rules that the license protection mechanisms are designed to enforce.

1.3 NO FUTHER USE. Except as expressly set forth herein, no other right, title, or interest is granted to End Customer, express or implied, with respect to the Intellectual Property Rights of Anaconda and/or its licensors. If End Customer wishes to use the Anaconda Platform or any of its functionalities or services other than those included in the Software, or outside of the Partner Solution, End Customer may visit <https://www.anaconda.com/pricing> to contract directly with Anaconda for such functionalities or services.

2. END CUSTOMER'S RESPONSIBILITY; RESTRICTIONS.

End Customer will not, and will not authorize any third party to: (i) interfere or attempt to interfere with the proper working of the Software or any other User's use of the Anaconda Platform, including through abuse of server capacity; (ii) use the Software for any fraudulent or unlawful purpose; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Embedded Software or any software or data related to the Software; (iv) copy, alter, modify, or create derivative works of the Software or any software, source code, object code or underlying structure, design, look and feel, expression, ideas or algorithms, or documentation related to the Software, or otherwise use the Software or Anaconda Platform in any way that violates the use restrictions contained in these Supplemental Terms or the documentation; (v) sell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Software; (vi) remove or otherwise alter any proprietary notices or labels from the Software or any portion thereof; (vii) bypass any measures Anaconda may use to prevent or restrict access to the Software (or other accounts, computer systems or networks connected to the Anaconda Platform); (viii) scan or test vulnerability of the Software or related products and services without Anaconda's prior written consent; or (ix) use the Software in violation of any applicable local, state, national and foreign laws, treaty or regulation, including any export control, sanctions regulations or other laws and regulations of the United States or any other jurisdiction, or a third party's proprietary or contractual rights. Anaconda competitors or individuals acting on behalf of an Anaconda competitor may not access the Software. The Software may not be accessed for the benefit of third parties, including as service bureau, time-sharing or managed services arrangement, or for any benchmarking, comparative or competitive purposes unless preauthorized in writing by Anaconda.

3. PARTNER SOLUTION.

3.1 NO LIABILITY FOR PARTNER SOLUTION. Notwithstanding any access End Customer may have to the Software via the Partner Solution, Partner is the sole provider of the Partner Solution. Partner and End Customer alone are entering into a contractual relationship in relation to the Partner Solution. In the event that Partner ceases operations or otherwise ceases or fails to provide the Partner Solution, Anaconda cannot provide the Partner Solution to End Customer nor refund End Customer any fees paid by End Customer to Partner. Anaconda does not charge End Customer any fees for End Customer's use of the Software via the Partner Solution in accordance with these Supplemental Terms.

3.2 NO OBLIGATION FOR SUPPORT. All technical support, questions, complaints, or claims related to the Partner Solution and the Software included within the Partner Solution will be provided by Partner. End Customer may not contact Anaconda for any technical support, questions, complaints, or claims for the Partner Solution and Software included within the Partner Solution.

4. TERMINATION AND SUSPENSION.

End Customer's access to, or use of, the Software (including all of End Customer's rights granted in these Supplemental Terms) may be terminated and/or suspended upon written notice if: (a) End Customer and/or any Personnel are in breach of these Supplemental Terms, or otherwise engaging in any actions that threaten the security, integrity, availability, or stability of the Anaconda Platform, (b) the Embedded Agreement is expired or earlier terminated, or (c) Partner is in breach of the Embedded Agreement (including any late payment to Anaconda).

NON-DISCLOSURE AGREEMENT

Sign Anaconda's Non-Disclosure Agreement [here](#).

ACCEPTABLE USE POLICY

Here at Anaconda, Inc. ("Anaconda") our goal is to empower people with data literacy, so they can ask better questions and make better sense of the world. To do this, We need to keep our website(s) concerning the online products and services further described below, including the Anaconda Nucleus platform and any forums managed by Anaconda (each with its respective pages and features, "Sites"), and the Content and services offered, published, distributed, or transmitted by Anaconda on or through the Sites (collectively, the "Services"), running smoothly, quickly, and without distraction. For this to happen, We need help from You, our Users. We need You not to misuse or abuse our Sites or Services. To describe exactly what We mean by "misuse" or "abuse" – and help us identify such transgressions, and react accordingly – We've created this Acceptable Use Policy ("Policy"), which constitutes an integral part of our **Terms of Service** ("Terms"). Under this Policy, We reserve the right to remove Content that is inconsistent with the spirit of the guidelines, even if it's something that is not forbidden by the letter of the Policy. In other words, if You do something that isn't listed here verbatim, but it looks or smells like something listed here, We may still remove it. This Policy may be updated by Anaconda from time to time upon reasonable notice, which may be provided through the Anaconda Services or by posting an updated version of this Policy. Updates of the Policy become binding, including on existing Users, on the later of the date specified in the updated Policy or thirty (30) days after posting. Use Your judgment, and let's be kind to each other so We can keep creating great things.

DEFINITIONS.

Capitalized terms used in these Terms and not otherwise defined herein are defined at <https://legal.anaconda.com/policies/en/?name=anaconda-legal-definitions> (the "Definitions").

WHAT WE WON'T ALLOW.

1. DISRUPTION

1. Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our Services. This prohibition does not apply to security assessments expressly permitted by Anaconda.
2. Tampering with, reverse-engineering, or hacking our Services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the Services, related systems, networks, or data.
3. Modifying, disabling, or compromising the integrity or performance of the Services or related systems, network or data.
4. Deciphering any transmissions to or from the servers running the service.
5. Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
 - i. Using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser.
 - ii. Going far beyond the use parameters for any given service as described in its corresponding documentation.
 - iii. Consuming an unreasonable amount of storage for music, videos, pornography, etc., in a way that’s unrelated to the purposes for which the Services were designed.

2. WRONGFUL ACTIVITIES

1. Misrepresentation of Yourself, or disguising the origin of any Content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, creating a false or forged identity, email address, header, or phone number or otherwise attempting to mislead others as to the identity of the originator of a communication, or falsely implying any sponsorship or association with Anaconda or any third party).
2. The creation of User Accounts using subdomains that include names and trade names of other businesses, organizations or individuals.
3. Accessing another User Account without the permission of the subscriber that owns the User Account.
4. Using the Services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people’s personal information (including Account names or information) from our Services.
5. Using our Services to stalk, harass, or post direct, specific threats of violence against others.
6. Using the Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws).
7. Accessing or searching any part of the Services by any means other than our publicly supported interfaces (for example, “scraping”).
8. Using meta tags or any other “hidden text” including Anaconda’s or our suppliers’ product names or trademarks.

9. Using the Services for the purpose of providing alerts on disaster scenarios or any other situations directly related to health or safety, including but not limited to acts of terrorism, natural disasters, or emergency response.
3. INAPPROPRIATE COMMUNICATIONS
 1. Using the Services to generate or send unsolicited communications, advertising, chain letters, or spam.
 2. Soliciting our Users for commercial purposes, unless expressly permitted by Anaconda.
 3. Disparaging Anaconda or our partners, vendors, or affiliates.
 4. Promoting or advertising products or services other than Your own without appropriate authorization.
4. INAPPROPRIATE CONTENT Posting, uploading, sharing, submitting, or otherwise providing Content that:
 1. Infringes Anaconda's or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right.
 2. You don't have the right to submit.
 3. Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which We will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful.
 4. Encourages illegal or tortious conduct or that is otherwise inappropriate
 5. Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition.
 6. Contains viruses, bots, worms, scripting exploits, or other similar materials
 7. Is intended to be inflammatory.
 8. Could otherwise cause damage to Anaconda or any third party.
5. INACTIVE ACCOUNTS
 1. In general, Users are expected to be active members within the Anaconda community. If an Account for which Anaconda provides Services is found to be inactive, the Account may be suspended or terminated by Anaconda, and any User-Generated Content relating to such Account that is stored within the Services or other Anaconda systems may be deleted. For paid Services, Anaconda will provide at least thirty (30) days' notice prior to permanently deleting Your Account, unless we deem it reasonably necessary to suspend or terminate Your Account without notice. For the avoidance of doubt, if We determine that the email associated with Your Account is invalid (e.g., because it bounces upon our notification of inactivity), We may terminate Your Account without further notice.
 2. An Account may be considered inactive if:
 - i. No User Account has logged into the Account for at least six (6) months;
 - ii. No User-Generated Content was ever created within or input into the Account and at least three (3) months has passed since the Account was established; or

- iii. If Your Account is set up to be paid by credit card, You (i) did not provide a valid credit card number or (ii) failed to update an expired or invalid credit card number and at least three (3) months has passed without a valid credit card number being on file, provided that for the avoidance of doubt this provision does not limit Anaconda's right to terminate your Account for non-payment relating to actual usage.

ENFORCEMENT

1. WHAT OUR USERS CAN DO

When You see bad behavior, just report it to usercare@anaconda.com. Depending on its severity, action will be taken, either automatically or by Anaconda's intervention.

2. OUR RESPONSIBILITIES

1. There are a variety of actions that We may take in response to inappropriate behavior or Content. It usually depends on the exact circumstances of a particular case. We recognize that sometimes people may say or do inappropriate things for any number of reasons. Perhaps they did not realize how their words would be perceived. Or maybe they just let their emotions get the best of them. Of course, sometimes, there are folks who just want to spam or cause trouble.
2. Each case requires a different approach, and We try to tailor our response to meet the needs of the situation. We'll review each situation on a case-by-case basis. In each case, We will have a diverse team investigate the Content and surrounding facts and respond as appropriate, using this Policy to guide our decision.
3. Actions We may take in response to a flag or abuse report include, but are not limited to:
 1. Content Removal
 2. Content Blocking
 3. Account Suspension
 4. Account Termination

3. APPEAL AND REINSTATEMENT

In some cases, there may be a basis to reverse an action, for example, based on additional information a User provided, or where a User has addressed the violation and agreed to abide by our Policy moving forward. If you wish to appeal an enforcement action, please contact usercare@anaconda.com. Without affecting any other remedies available to us, Anaconda may permanently or temporarily terminate or suspend a User's Account or access to the Services without notice or liability if Anaconda (in its sole discretion) determines that a User has violated this Policy.

Last Modified March 8, 2023.

ANACONDA EVENTS CODE OF CONDUCT

Anaconda, Inc. (“Anaconda”) is committed to providing safe and welcoming environments for all who participate in Anaconda Events. Anaconda prohibits and will not tolerate any form of harassment, bullying, or discrimination. Together, we can ensure that Anaconda Events support free expression and exchange of scientific ideas in environments that are positive and productive for all.

PURPOSE

Anaconda has established this Event Code of Conduct (the “Code”) to serve as a guideline for the professional conduct of anyone attending or participating in an Anaconda Event, as well as the consequences for unacceptable behavior. We expect you to follow this Code so that you and other Participants can enjoy the Event responsibly and with respect for the rights of others. Failure to abide by this Code is subject to corrective action and sanctions, including refused admission, ejection, banishment, and other penalties consistent with this Code.

SCOPE AND APPLICABILITY

The Code applies to all attendees (including Anaconda personnel), media representatives, speakers, exhibitors, sponsors, staff, contractors, volunteers, organizers, and other guests (collectively referred to as “Participants”) of official Anaconda programs, conferences, events, meetings, social gatherings, and other activities held, sponsored, or affiliated with Anaconda (each an “Event”). By attending any Anaconda Event, you agree to abide by this Code.

EXPECTED BEHAVIOR

Treat each other well. Every Participant has a right to enjoy their experience without fear of harassment or discrimination.

When attending any Anaconda Event:

1. Treat everyone with respect;
2. Be considerate and collaborative;
3. Act in a fair and responsible way;
4. Refrain from demeaning, discriminatory or harassing behavior and speech;
5. If alcohol is available, drink responsibly and safely without compromising your duty to act in a professional manner; and
6. Be mindful of your surroundings and of your fellow Participants.

CONSEQUENCES OF UNACCEPTABLE BEHAVIOR

Participants asked to stop any harassing or otherwise unacceptable behavior are expected to comply immediately. Anaconda may take actions deemed necessary and appropriate, including but not limited to, immediate removal from the Event without warning or refund, and the right to prohibit attendance at future Anaconda or Anaconda sponsored Events.

REPORTING UNACCEPTABLE BEHAVIOR

If you are being harassed, notice that someone else is being harassed, or have any other concerns, please seek out an Anaconda staff member. You may also report any unacceptable behavior by emailing the education team at [education@anaconda.com].

You are also encouraged to contact law enforcement or activate a local fire alarm in the event of a crime or behavior that constitutes an immediate or serious threat to public safety. Please keep yourself safe and follow the directions of facility personnel, public safety personnel, or Anaconda staff members.

LIABILITY/MEDIA WAIVER

I acknowledge that participation in Anaconda Events and activities brings some risk and I do hereby assume responsibility for my own well-being. If another individual participates in my place, the new registrant agrees to this disclaimer and waiver by default of transfer. As a condition of my participation in this Event, I hereby release from liability, and waive any claims I may have against, Anaconda, the venue host, their employees, officers, volunteers, and agents from and against any and all liability for damage or injury that may arise from my participation or attendance at the Event, including any claims of negligence that result in physical injury, illness (including death), or economic loss, or which may result from my participation in the Event, travel to and from the Event (including air travel), or any events incidental to the Event.

I further understand and agree that all property rights in the material presented, including common law copyright, are expressly reserved to the presenter or speaker or to Anaconda. Anaconda intends to take photographs and video of this Event for use in Anaconda newsletters and promotional material, in print, electronic and other media, including the Anaconda website and social media accounts. By participating in this Event, I grant Anaconda the right to use any image, photograph, voice or likeness, without limitation, in its promotional materials and publicity efforts without compensation. All media become the property of Anaconda. Media may be displayed, distributed or used by Anaconda for any purpose. Please contact us if you have any concerns or if you would rather not be photographed or filmed.

Last Updated: March 23, 2023

ANACONDA DMCA POLICY

Pursuant to the Digital Millennium Copyright Act ("DMCA") (17 U.S.C. § 512), Anaconda, Inc. ("Anaconda") has implemented procedures for responding to clear written notification of claimed copyright infringements as set forth herein. This page describes the information that should be present in these notices. It is designed to make submitting notices of alleged infringement to Anaconda as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to understand or verify. The form of

notice specified below is consistent with the form suggested by the DMCA (the text of which can be found at the U.S. Copyright Office website, <http://www.copyright.gov>), but Anaconda will respond to notices of this form from other jurisdictions as well. Regardless of whether Anaconda may be liable for such infringement under local country law or United States law, Anaconda's response to these notices may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers. If Anaconda removes or disable access in response to such a notice, Anaconda will make a good faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter notification. Anaconda may also document notices of alleged infringement on which we act.

A. Infringement Notification

B. Counter Notification

C. Account Termination

A. Infringement Notification for Allegedly Infringing Materials

To file a notice of infringement with Anaconda, you must provide a written communication (by regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that any content or activity is infringing your copyrights. Accordingly, if you are not sure whether material available online infringes your copyright, Anaconda suggests that you first contact an attorney. To expedite Anaconda's ability to process your request, please use the following format (including section numbers):

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon.
2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above. **NOTE:** FOR WEB SEARCH, YOU MUST IDENTIFY EACH SEARCH RESULT THAT DIRECTLY LINKS TO A WEB PAGE THAT ALLEGEDLY CONTAINS INFRINGING MATERIAL. This requires you to provide (a) the search query that you used, and (b) the URL for each allegedly infringing search result.
3. Provide information reasonably sufficient to permit Anaconda to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit Anaconda to notify the owner/administrator of the allegedly infringing web page or other content (email address is preferred).
5. Include the following statement: "I have a good faith belief that use of the copyrighted work described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

7. Sign the paper.
8. Send the written communication to the following address: Attn: Contracts and Legal Operations Department, DMCA Counter Notification Anaconda, Inc. 1108 Lavaca St. Ste 110-645, Austin, TX 78701, USA

B. Counter Notification

The administrator of an affected site or the provider of affected content may make a counter notification pursuant to sections 512(g)(2) and (3) of the DMCA. When we receive a counter notification, we may reinstate the material in question. To file a counter notification with us, you must provide a written communication (by fax or regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. To expedite our ability to process your counter notification, please use the following format (including section numbers):

1. Identify the specific URLs or other unique identifying information of material that Anaconda has removed or to which Anaconda has disabled access.
2. Provide your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or Travis County, Texas, if your address is outside of the United States), and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.
3. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that each search result, message, or other item of content identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled, or that the material identified by the complainant has been removed or disabled at the URL identified and will no longer be shown."
4. Sign the paper.
5. Send the written communication to the following address: Attn: Contracts and Legal Operations Department, DMCA Counter Notification Anaconda, Inc. 1108 Lavaca St. Ste 110-645, Austin, TX 78701, USA

C. Account Termination

For Services that have named accounts, Anaconda will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact Anaconda and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

Last Updated: September 20, 2022

ANACONDA TRADEMARK & BRAND GUIDELINES

The Anaconda, Inc. (“**Anaconda**”) trademarks, service marks, logos and designs, as well as other works of authorship that are eligible for copyright protection (collectively, “**Marks**”), and the goodwill they represent, are among Anaconda’s most valuable assets. To safeguard them, Anaconda has posted these Trademark and Brand Guidelines (“**Guidelines**”) to assist you in properly using our Marks in the specific cases that we permit. The strength of our Marks depends, in part, upon consistent and appropriate use. We ask that you properly follow these Guidelines and use and credit our Marks strictly in accordance with these Guidelines. We reserve the right to change these Guidelines at any time and solely at our discretion.

1. GUIDELINES OVERVIEW

The requirements set forth in these Guidelines are general. Authorized partners and licensees may be subject to additional restrictions that are not set forth in these Guidelines. If you are a partner or a licensee of Anaconda, please consult your agreement for any additional requirements applicable to your use of our Marks. If you are a Licensee but have not been provided with special guidelines for usage of Anaconda Marks, then these Guidelines apply to your usage of Anaconda Marks. In the event of a conflict between the applicable agreement and these Guidelines, the terms of the agreement will control.

These Guidelines are designed to ensure proper legal use of the Anaconda Marks and to prevent confusion that can result from improper or illegal usage. These Guidelines should be followed along with Anaconda’s Terms of Service and all of Anaconda’s rules and policies, posted on Anaconda’s website or otherwise.

2. THE ANACONDA MARKS & REQUIRED NOTICES

Anaconda Marks consist of the following registered, unregistered and/or pending Marks, which are subject to change without notice:

a. REGISTERED MARKS. The following are among the federally registered Marks owned by Anaconda. Use of the ® symbol must accompany these Marks or, alternatively, Anaconda should be properly identified as the owner of these federally registered Marks in a footnote that substantially reads, for example, “[Mark] is a registered trademark owned by Anaconda, Inc.”

i. ANACONDA

ii. ANACONDA & Design

iii. ANACONDA, INC.

iv. CONDA

v. CONDA & Design

vi. MINICONDA

vii. ANACONDA.ORG

b. PENDING AND COMMON LAW MARKS. The following are among the Marks for which Anaconda owns pending federal applications or common law rights. Use of the TM or (SM) symbol must accompany these Marks or, alternatively, Anaconda should be properly identified as the owner of these Marks in a footnote that substantially reads, for example, “[Mark] is a mark owned by Anaconda, Inc.”

i. NUMBA

ii. DASK

iii. ANACONDA NUCLEUS

3. GENERAL USE GUIDELINES

a. COMPANY, PRODUCT, SERVICE. You may not place your company Marks next to (or combine them with) the Anaconda Marks.

b. DOMAIN NAMES, META TAGS, HIDDEN TEXT. You may not incorporate the Anaconda Marks in any domain name, username, social media account name, meta tag, or other hidden text in a web page without prior written authorization from Anaconda.

c. INTERNET ADVERTISING KEYWORDS. You may not use or incorporate the Anaconda Marks in any internet advertising keyword, Ad Word, hashtag, or other term used to trigger advertising or search engine results without prior written permission from Anaconda.

d. MERCHANDISE ITEMS. You may not manufacture, sell, or give away merchandise items bearing any of the Anaconda Marks without a written license from Anaconda.

e. APPEARANCE. The Anaconda Marks may not be displayed as a primary or prominent feature on any materials without a written agreement with Anaconda.

f. DISPARAGEMENT. The Anaconda Marks may not be used in a manner that would disparage Anaconda or its products or services.

g. COMPLIANCE WITH LAWS. All services provided and all products made, shipped, promoted, sold, or otherwise provided by you in association with the Anaconda Marks, and all packaging, advertising, and promotional materials created, distributed, or otherwise used by you bearing the Anaconda Marks shall be in conformity with all applicable laws and regulations.

h. NON-MODIFICATION. The Anaconda Marks must be used exactly as provided by Anaconda without distortion or alteration to their color, content, proportion, design, or otherwise, and without removal of any elements, including wording and artwork.

i. CURRENT GUIDELINES. Always follow all applicable marketing and legal guidelines. From time to time, Anaconda may provide additional guidelines, and may modify its written guidelines for the size, typeface, colors, and other graphic characteristics of any Anaconda Marks, making it imperative for you to review all updates. You are subject to all Guidelines currently in effect.

j. POLICING. In the U.S. and other jurisdictions, trademark owners have a duty to police the use of their Marks. If you become aware of any improper use of the Anaconda Marks, including infringement or counterfeiting by third parties, report them to Anaconda immediately. Please provide as much detail as possible, including the name of the possibly infringing party, contact information, and examples of the potentially infringing use.

k. GOODWILL. All uses and goodwill associated with the Anaconda Marks will inure to the benefit of Anaconda.

l. QUALITY. The nature and quality of any products or services authorized to be supplied by third parties in connection with the Anaconda Marks shall conform to the standards set by Anaconda. All permitted users/licensees will cooperate with Anaconda in facilitating monitoring and control of the nature and quality of such products and services by Anaconda.

m. USE SAMPLES. Permitted users/licensees will promptly supply Anaconda with samples of use of the Anaconda Marks and any other information upon request by Anaconda. Should Anaconda notify such permitted users/licensees in writing that the use of the Anaconda Marks does not conform to the standards set by Anaconda, the user/licensee shall promptly bring such use into conformance and provide Anaconda with samples of conforming use.

n. INFRINGEMENT PROCEEDINGS. Anaconda shall have the sole right and discretion to bring legal or administrative proceedings to enforce its rights in its Marks including actions for trademark infringement or unfair competition proceedings involving its Marks.

o. RESERVATION OF RIGHTS. Unless otherwise agreed to in writing, Anaconda reserves the right to terminate permission to copy, reproduce, or display the Anaconda Marks and to demand that the Anaconda Marks cease to be used at any time, in its sole discretion. Anaconda reserves the right to object to unfair uses or misuses of its Anaconda Marks and other violations of law, as well as uses that Anaconda in its sole discretion deems unlawful or improper, even if such use is not expressly prohibited by these guidelines. Anaconda reserves the right to revise these Guidelines at any time, without notice.

4. CONTACT INFORMATION

For any questions regarding the proper usage of the Anaconda Marks, the proper notices, or these Trademark Guidelines, or to report violations of these Guidelines, please contact Anaconda at legal@anaconda.com.

Last Updated: September 20, 2022

ANACONDA DISPUTE POLICY

This Anaconda Dispute Policy ("Policy") describes the steps that You should take to resolve naming disputes with other Anaconda contributors. It also describes the steps You should take if You think a name **infringes your trademark**.

This Policy is additive to the guidelines in the Anaconda Terms of Service and Anaconda Open-Source Terms. Nothing in this Policy should be interpreted to contradict any aspect of the Anaconda Terms of Service or Anaconda Open-Source Terms. Capitalized terms used in the Policy and not otherwise defined herein are defined at <https://legal.anaconda.com/policies/en/?name=anaconda-legal-definitions>.

1. POLICY OVERVIEW

1.1 Open a support ticket at [Content Dispute Link]

1.2 Fill out the form with as much detail as possible.

1.3 Support will address your request. Please note submitting a report does not guarantee the transfer of a package, org, or username.

2. WHEN TO USE THIS POLICY

2.1 This Policy is an excellent way to:

- a. Request a name that You believe is currently misleading or could be confused with a name used by your company or open-source project.
- b. Request a name related to your company or open-source project that cannot be claimed via account recovery.

2.2 This Policy does not apply if the Package violates our Open-Source Terms, in particular the Acceptable Use and Acceptable Content rules, or our Terms of Service. To the extent those documents refer to this Policy to resolve cases of "squatting"; see below.

2.3 If You see bad behavior or content You believe is unacceptable, refer to the **Acceptable Use Policy** for guidelines on reporting violations. **You are never expected to resolve abusive behavior on your own. We are here to help.**

3. WHEN NOT TO USE THIS POLICY

3.1 This Policy is not available for dispute requests due to lack of activity related to a specific name.

3.2 Please also note there are cases where a party may have claim to a specific name, but giving that name to the requesting party would pose a supply-chain risk to the Anaconda ecosystem. In such cases, requests may be denied independent of the validity of the claim.

4. TRADEMARKS

4.1 Anaconda processes Trademark claims under **Anaconda DMCA Policy**.

4.2 If you think another Anaconda contributor is infringing your trademark, such as by using a confusingly similar package, org, or user account name, please submit a Trademark Policy Violation Report to usercare@anaconda.com.

4.3 Use of Anaconda own trademarks is covered by our **Trademark and Brand Guidelines**.

5. ADDITIONAL POLICY TERMS

5.1 SQUATTING.

a. It is against Anaconda's Open-Source Terms to publish a Package, register a username or an organization name simply for the purposes of reserving it for future use.

b. We do not pro-actively scan the Repository for squatted Packages, so the fact that a name is in use does not mean we consider it valid. The standards for what we consider squatting depend on what is being squatted:

5.2 **PACKAGES.** Package names are considered squatted if the Package has no genuine function.

5.3 **ORGANIZATIONS.** Organization names are considered squatted if there are no Packages published within a reasonable time. If an organization is on a Paid Plan, it may have private Packages that are invisible to third parties. For privacy reasons, we cannot reveal whether or not an organization has private Packages, so a paid organization will never be considered squatted.

5.4 **USERNAMES.** We are extremely unlikely to transfer control of a username, as it is totally valid to be an Anaconda User and never publish any Packages: for instance, You might be part of an organization or need read-only access to private Packages.

Last Updated: September 20, 2022

Anaconda Support & Maintenance Policy

Effective Date: April 30, 2024

ANACONDA SUPPORT AND MAINTENANCE POLICY

This Anaconda Support and Maintenance Policy (the “**Support Policy**”) describes the terms and conditions applicable to the support and maintenance services (“**Support Services**”) to be provided by Anaconda, Inc. (“**We**” or “**Anaconda**”) to the person or entity with a purchased Subscription (as defined hereinafter)) (“**You**” or “**Customer**”) for the Anaconda Offering and Support Services as set forth in Your applicable Order. Capitalized terms used in this Support Policy and not otherwise defined herein are defined in Section 1 “Definitions”. Anaconda may terminate the Support Services if you fail to comply with any term of this Agreement.

1. Definitions.

1. “**Anaconda Business**” means a comprehensive cloud-based repository and security solution that combines repository management and security functionalities into a single integrated platform, eliminating the need for self-hosting.
2. “**Available**” or “**Availability**” means the ability of an Offering to be accessible and usable to Customer.
3. “**Availability Percentage**” means the percentage of time that the Offering is Available in a calendar month, calculated in accordance with the following formula: $[(A - U) / A] \times 100 \geq 99.5\%$. Where: (a) A equals total availability, and (b) U equals unavailable time.
4. “**Customization**” means anything that changes the way our Offerings look or function relative to how we make our Offerings generally available to Customers.
5. “**Documentation**” means all printed and online user manuals and other technical materials relating to the Offering(s) made available by Anaconda, as may be updated from time to time.
6. “**Error(s)**” means a reproducible failure of the Offering to perform in substantial conformity with the Documentation.
7. “**Fees**” means the costs and fees for the Anaconda Offerings(s) set forth within an Order.
8. “**Offering(s)**” means the Offering(s) and services provided by or on behalf of Anaconda to Customer under the terms of an Agreement, as identified in the applicable Order, and any Updates thereto.
9. “**Priority**” is determined by Anaconda Support by combining Service Impact and Urgency, to ensure responses are made within the appropriate time frame.
10. “**Packages**” are compressed tarball files containing system-level libraries, Python and R modules, metadata (including information about the software’s platform, version, dependencies, and build), executable programs, and any other system-level components, packages, and tools.

11. “Named Support Contacts” means Users of the applicable licensed Offering(s) who are proficient in such Offering(s) and knowledgeable in the internal build systems, tools, policies, and practices in use by the Customer. Named Support Contacts may only submit Errors related to the applicable Anaconda Offering. Named Support Contacts are limited to the number specified in the Support Policy.
 12. “Service Impact” measures the effect of the Error on the Customer’s business.
 13. “Support Services” means the support and maintenance services provided by Anaconda to Customer.
 14. “Urgency” reflects how quickly the Error or Issue needs to be resolved.
 15. “Updates” means periodic improvements or additions to the Offerings, including Error corrections and other changes to the Offering, that may be provided hereunder, but excluding any new Offering feature or substantial additional functionality for the Offering which, in Anaconda’s sole discretion, is subject to additional Fees. Updates are generally depicted as a change to the digits following the decimal in the Version number.
 16. “Users” means the individual person, company, system (e.g. virtual machines, automated system, local servers, containers) or organization that in an authorized or unauthorized way(a) has visited or is using the Offerings(s), (b) has accessed or uses any part of the Offerings(s), or (c) directs the use of the Offerings(s) in the performance of its functions. For avoidance of doubt, using a single token across multiple virtual machines or containers requires the acquisition of multiple licenses, as a singular license is insufficient for such cases.
 17. “Version” means the Offering configuration identified by a numeric representation, whether left or right of the decimal place.
1. **Anaconda Support Tiers.** When a Customer subscribes to and/or licenses an Offering, the Customer will have access to Support Services in accordance with the tiers outlined below:
 1. **User Care.** “User Care” handles the initial contact with Customers and Named Support Contacts regarding basic troubleshooting. User Care support examples include requesting basic account information and resetting passwords, initial installation support, organization administration, billing and email issues, and token access troubleshooting.
 2. **Tier 1 Support.** “Tier 1 Support” is the first line of defense for technical Errors. This team is responsible for more technical and Offering(s)-related troubleshooting and may require escalated support from other departments within Anaconda. Tier 1 Support requests are submitted using Tier 1 Support tickets (“Tickets”), which are allocated per month. Please see the Order for Ticket allotment. Tier 1 Support examples include repository Availability, conda operation Errors, basic Package

availability and interoperability support, support for basic Offering features (as outlined in the Documentation (found at docs.anaconda.com). If no solution is available, Tier 1 personnel may escalate the incident to Tier 2 Support.

3. **Tier 2 Support.** “Tier 2 Support” is the second line of defense, used for more complex Errors and is not guaranteed with the Services and only available with specific offerings. Tier 2 Support requests are completed using Tier 2 Support hours (“Hours”), which are allocated per contract term. At the end of each contract term, unused Hours expire and will not roll over. Additional Hours can be purchased upon request. Such additional Hours expire one (1) year after purchase. Please see the Order for Hours allotment. Tier 2 Support examples include custom conda Package builds, custom installer builds, Package usage questions, and advanced troubleshooting. If no solution is available, Anaconda Support Personnel may escalate the Error to the Offering(s) development team (“Offering(s) Development”) and up to the number of Tier 2 hours available, will make reasonable efforts to provide a solution.
 4. **Tier 2 Support Projects.** Unused Hours from any existing Order may be applied to other Customer-initiated support Projects, provided that the unused Hours are reduced in direct proportion to the Hours applied to such Project(s). “Projects” shall mean professional services to be performed by Anaconda to achieve a specified goal and/or objective, which shall have clearly defined start and end dates, tasks, deliverables, itemized costs, including Hour allotment; and shall terminate once all tasks, services, and deliverables have been delivered to and/or accepted by Customer.
1. **Tickets & Hours.** Customer will have access to Tickets and Hours in accordance with the Service Levels outlined in APPENDIX A. Additional quantities may be purchased in an additional Order.
 1. **Contacting Anaconda Support.**
 1. **Anaconda Support Portal.** The “Support Portal” (<https://anaconda.cloud/support-center>) is the entry point to the Anaconda Support Services. The Anaconda Support Portal is available 24 x 7 to receive inquiries, and the responses will be given on a business hours schedule. Customers with a login to the Anaconda Support Portal have access to even more information and can open and update a support case. Customers with a login to the support site are the Named Support Contacts of the Customer.
 1. **Additional Resources.** Many resources are available to any visitor of the site:

1. Documentation
2. Anaconda Community
3. Named Support Contact Admin Portal
4. Non-Technical Support

1. **Customer Responsibilities.**

1. **Named Support Contacts.**

- i. **Assignment of Named Support Contacts.** Provided Customer possesses an active Order, Customer is entitled to establish individual named User accounts on the Anaconda Support Portal to request Support Services. A Named Support Contact can open support cases, maintain Named Support Contacts, and access self-service materials only available to customers with a valid Order.
- ii. **Replacement of Named Support Contacts.** Customer may at any time replace Named Support Contacts by using the self-administration features available on the Support Portal.
- iii. **Limit of Contacts.** Every Customer will be entitled to a limited number of five (5) Named Support Contacts.
- iv. **Named Support Contact Responsibilities.** The Named Support Contact(s) shall carry out the following responsibilities:
 1. **Reporting.** Open a case using the Support Portal to report Errors or request assistance. Including the following details when reporting any Error or Issue will allow Anaconda Support to assist more quickly: 1) A clear description of the Error or Issue including the expected and actual results, 2) a description of the impact on the business because of the Error or Issue being encountered, and 3) supporting information such as screenshots or log files.
 2. **Primary Contact.** Named Support Contacts will be the primary point of contact for the Customer with Anaconda for the purposes of progressing an Error. Named Support Contacts will coordinate any Customer resources where resolution plan activities require it.
 3. **Reasonable Assistance.** Named Support Contacts will provide reasonable assistance to Anaconda during the Error investigation, including capturing and documenting all relevant information requested by Anaconda.
 4. **Offering(s) Knowledge.** Named Support Contacts will develop and maintain a working knowledge of the licensed Offering(s).
 5. **Remote Access.** Provide reasonable remote access to Customer systems to assist in Error resolution, if and to the extent required.

6. **Confirmation.** Confirm resolutions within five (5) calendar days of receipt or advise Anaconda when this may be possible.
 2. **Additional Customer Responsibilities.** The Customer is responsible for making sure that the Customer environment, hardware, network, operating system(s), databases, security (i.e data, password, etc), virus protection, backup software and procedures, data recovery programs and the like are always adequate for the purchased Offering as specified in the relevant Documentation.
1. **Anaconda Support Responsibilities.**
 1. **Support Process.** Anaconda Support will: (1) Contact the Named Support Contact to acknowledge receipt of the Error, begin work on the case, and request additional information if needed; (2) Involve additional Anaconda resources, as required; (3) Provide regular updates to the Named Support Contact(s) via email or the Support Portal and keep a record of those updates in the Support Portal, until the Error or Issue is resolved, or a workaround has been provided; and (4) When appropriate, a case may be transferred to a TAM, CSM, or any other Anaconda services team, and closed within the Anaconda Support Portal.
 2. **Anaconda's Effort.** While Anaconda will make commercially reasonable efforts to correct Errors in the Offering(s)(s) and respond to the Named Support Contact on Errors and Issues during the corresponding Offering(s)'s support service hours ("Service Hours") set forth in APPENDIX A to this Support Policy, Customer acknowledges that it may not be possible for Anaconda to correct every or any Error, Issue, Vulnerability, defect, or problem reported by Customer or of which Anaconda is otherwise made aware.
 3. **Fault Replication.** As a part of the troubleshooting process, Anaconda may ask a Customer to replicate and document the Error or Issue. Anaconda will also attempt to replicate the Error or Issue. While Anaconda will use every reasonable means to troubleshoot an Error or Issue, if the Error or Issue cannot be replicated, additional logging, if available, may be enabled so that in the event the Error or Issue recurs, sufficient information might exist to progress the Error or Issue diagnosis. In these cases, the Support Request may be closed and reopened when, and if, the Error or Issue recurs, and the logging is available to investigate further.
 4. **Security.** Anaconda will maintain industry-standard physical and data security systems that are reasonably designed to prevent unauthorized access to the servers that make the Offering(s) available to Customer. Anaconda's standard practice for cloud services is to routinely backup all Customer Data necessary to, and/or generated by, the Offering(s)(s). All storage, backup and archival media containing Customer Data shall:

- (a) be physically stored in a secured area; (b) be logically separated from any other customers' data; and (c) be protected by industry-standard encryption methods. In case of on-prem services the client will be responsible for its own backup and data recovery routine.
5. **Monitoring & Availability.** Anaconda shall use commercially reasonable efforts to (a) monitor the Offering(s)s and related infrastructure for opportunities to address performance, availability, and security issues; and (b) at Anaconda's discretion, deliver functionality enhancements to address customer and market requirements to improve such Offering(s)s based on Anaconda innovation.
 6. **Update Process.** Customer shall comply with Anaconda's update and release process (the "Update Process"). Customer understands that Support Services may not be available if Customer does not comply with the Update Process, and that only the latest release of the Offering(s)s contains the most current features, availability, performance, and security, including Offering(s) fixes. Anaconda is not responsible for Offering(s) defects, security issues, failure to meet the SLA in Appendix C, or failure to meet the SLO in APPENDIX C for when Customer is not in compliance with the Update Process. Anaconda may announce the end of life or version for any supported Offering(s)s. This will be published in public-facing documentation, including but not limited to anaconda.com blog posts and <https://docs.anaconda.com/>. Only the current supported versions are eligible for Anaconda Support. For unsupported versions, any assistance would be on a best-effort basis and may also require the use of tier 2 hours. For Managed or On-prem Offering(s)s, Anaconda support can help coordinate an upgrade working session with our integration team as part of your Offering(s) subscription upon request to help maintain compliance.
 7. **Open Source.** Anaconda may make certain Open Source Packages available for use with or within the Offering(s) as described in the Documentation. Certain Packages located at <https://repo.anaconda.cloud> are eligible for support, provided that Anaconda shall only be obligated to support: (a) the most current release of the Package, (b) Packages which have not been changed, modified or altered in any manner except by Anaconda, and (c) Packages used in accordance with the Documentation.
 8. **Python Version Support.** Anaconda will provide Support Services for Errors associated with the most current version of Python released, plus one prior version. Anaconda will not be obligated to provide Support Services in connection with any earlier version(s) of Python.
1. **Customization.** While Anaconda can help a Customer to configure Anaconda Business Cloud within the capabilities of each feature, we do not customize our Offerings or provide Support Services for any third-party Customizations of our Offerings. If a Customer needs a Customization, we do our best to offer

advice and direct Customers to appropriate resources. Anaconda does not take responsibility for and does not endorse third-party solutions for Customization.

1. **Offering Enhancement Requests.** Customer suggestions for Offering improvements or requests to add functionality to a Offering(s) ("Offering(s) Enhancements") are very important in Anaconda's planning process. To raise a Offering(s) Enhancement request, go to <https://support.anaconda.com> and submit a Support request. Anaconda will then initiate a JIRA on Customer's behalf. Alternatively, Customer may use <https://community.anaconda.cloud/c/feedback> to submit a request directly. Please be aware that whilst the request will be reviewed and evaluated for possible inclusion in a subsequent release, Anaconda provides no commitment to implement any submitted Offering(s) Enhancement request and has sole discretion over inclusion of any suggested Offering(s) Enhancements in future releases.
1. **Supported Errors and Issues.**
 1. **Supported Errors or Issues.** Examples of Errors or Issues that are included within this Support Policy: (1) The Offering(s) does not perform substantially in accordance with the current Documentation; (2) The Authorized User is unable to gain access or make the Offering(s) or Platform perform substantially in accordance with the then-current Documentation; (3) The Offering(s) does not appear to be operational or function as designed.
 2. **Unsupported Errors or Issues.** Examples of Errors or Issues that are NOT included within this Support Policy (include but are not limited to): (1) Errors or Issues arising where significant training is required to assist the Customer. (These will require guiding customers to online education options or their TAM or CSM to provide them with an education program that is appropriate; (2) Errors or Issues arising from the completeness, accuracy, or quality of Customer Data. (These can be resolved with a Professional Services engagement); (3) Customer changes to the Offering(s) environment that would normally relate to implementation activities, such as modifications to customizations, integrations, etc. (These can be resolved with a Professional Services engagement.); (4) Bug defects caused by internet browsers outside of Anaconda supported browsers; (5) Modifying and/or patching third party or open-source software Packages for compatibility with the Offering(s); (6) For support requests not included within this Support Policy, Anaconda may respond to such requests as a Project on a time and materials basis.

1. Support Ticket & Case Handling

1. Service Target Response and Resolution Times.

- i. “Initial Response Time” is the cumulative time in Business Hours from confirmation that an Error or Issue has been raised to the initial technical response by Anaconda. This response may result in the resolution of the Error or Issue logged or may form the basis for determining what additional actions are required to achieve resolution of the Error or Issue.
- ii. “Target Resolution Time” means the time between Initial Response Time until targeted resolution or conclusion of the Issue. For P1 Error or Issues, if Anaconda provides a workaround, Anaconda will downgrade the Priority level to P2 or P3 based on the extent the workaround improves the Error or Issue. For P4 Issues, Anaconda retains the right to decide through Anaconda’s Offering(s) Development prioritization process which features to add or change.

2. Service Levels. Unless otherwise stated in a Custom Agreement or Order, the support service levels (“Service Levels”), as listed in APPENDIX A and described further in this Support Policy, shall apply based on the priority definitions in Section 4.2 below. Customers should refer to their Order for the relevant Service Tier.

3. Service Level Objective. The SLO in Appendix C describes the levels of Vulnerability support that Customers can expect to receive from Anaconda Support during the Subscription Term.

1. Priority Categorizations.

1. Initial Case Priority. The initial priority of each case is determined by the Customer’s Named Support Contact, who shall note the Service Impact to the Customer’s business and the Urgency of the matter based on the Error or Issue.

2. Prioritization Definitions.

i. Priority 1 (“P1”):

1. Urgency: Critical.
2. Service Impact: Error or Issue is extensive/widespread critically affecting core business processes or core functionality is critically affected or mission-critical data loss or data integrity compromised or widespread failure. There is no acceptable workaround or alternative solution available. When Anaconda determines that the Error or Issue is a P1, Anaconda will employ commercially reasonable efforts designed to resolve the Error or Issue, including the engagement of engineers on a 24×7 basis as long as useful progress can be made. Whilst a P1 service request remains active, Anaconda will assign a designated point of contact to the Customer, who will be available

24x7 for paid on-prem premium support Errors and Issues, and within the Anaconda's Business Hours for all other support Errors and Issues.

- ii. **Priority 2 ("P2"):**
 - 1. **Urgency: High.**
 - 2. **Service Impact: Error or Issue seriously interrupts Customer's business, causing work to slow or stop, because Customer's required functionality use is extremely restricted or unusable; no acceptable workaround or alternative solution is available. When Anaconda determines that the Error or Issue is P2, Anaconda will employ commercially reasonable efforts designed to resolve the Error or Issue, including the engagement of engineers within local Business Hours, until the Error or Issue is resolved, or as long as useful progress can be made. While a P2 service request remains active, Anaconda will assign a designated point of contact to the customer, who will be available within standard Business Hours.**
 - iii. **Priority 3 ("P3"):**
 - 1. **Urgency: Normal.**
 - 2. **Service Impact: Error or Issue in Offering(s) where functionality is restricted but operational, or some operations are impaired, and Authorized Users can continue to conduct business services. An acceptable workaround or alternative solution is available to resolve the restriction or limitation and allow reasonable use of the Offering(s)ion environment. Anaconda will use commercially reasonable efforts to respond to P3 service requests within the Initial Response Time in APPENDIX A.**
 - iv. **Priority 4 ("P4"):**
 - 1. **Urgency: Low.**
 - 2. **Service Impact: The Offering(s) or Customer's business is generally unaffected by an Error; general usage questions, enhancement requests, Offering(s) education, change to Documentation, or any other Issues. An acceptable workaround or alternative solution is either available or not required. Anaconda will use commercially reasonable efforts to respond to P4 service requests within the Initial Response Time in APPENDIX A which is applicable only to Tier 1 Support.**
3. **Case Priority Re-Classification.** Anaconda reserves the right to change the Priority of a case where Service Impact or Urgency appears to have been overstated. When Anaconda has provided a workaround to a P1 or P2 case (by procedural workaround, system restart, hotfix, or otherwise) it shall be reclassified as a P3 until the Customer confirms

the case may be closed. If the Named Support Contact determines that the Priority of an existing case needs to be changed or the case escalated, the Named Support Contact may request escalation through the Escalation Process in Section 4.5 below.

2. Escalation.

1. **Escalation Process.** Escalation is an activity that obtains additional resources or management visibility when needed to meet service targets or Customer's expectations.

- i. **Level 1:**

1. **CONTACT:** Escalate within the Support Portal.
 2. **ESCALATION PROCEDURE:** Within the Anaconda Support Portal open the case, request escalation, and enter the reason in the comment box. The Anaconda support engineer will be notified of the escalation request and shall notify the support manager. Anaconda's goal is for the Anaconda support engineer or support manager to contact the Customer within eight (8) Business Hours to acknowledge the escalation request.

- ii. **LEVEL 2:**

1. **CONTACT:** Support Services Team.
 2. **ESCALATION PROCEDURE:** . Send an email to the support manager at escalation@anaconda.com providing the case number, reason for escalation, and business need. This is seen by the Anaconda Support management team and Anaconda's goal is for a manager or appointed deputy to contact the Customer within four (4) Business Hours to discuss next steps.

- iii. **LEVEL 3:**

1. **CONTACT:** Support Services Manager.
 2. **ESCALATION PROCEDURE:** If the escalation remains unresolved, the Customer and/or the support manager may escalate to the Anaconda business leaders, who will work towards resolution with the appropriate resources, communicating with the Customer as necessary.

1. **Case Closure.** Anaconda Support may close a case due to any of one of the following circumstances:

1. The Anaconda Support engineer provides a solution to resolve the case. This may be a workaround.
 2. A defect or Offering(s) Enhancement request has been logged with Anaconda Offering(s) Development and Anaconda Support can no longer progress the Error or Issue.
 3. A hotfix has been made available to resolve the case.
 4. The Named Support Contact has requested the closure.

5. The reported Error or Issue is determined to be out of scope of the Support Services covered in this Support Policy or the Subscription Agreement (for example, customization requests, sales requests, or consultative services).
 6. The Offering Version for which Support Services has been requested is no longer supported as defined by the Anaconda Update Process.
 7. The Customer no longer has an active Order for Support Services.
 8. After three (3) consecutive attempts to contact the Named Support Contact(s), Anaconda received no response. New Errors, Issues, or questions that may arise should be entered as separate support cases.
-
1. **Premium Support.** If Customer has Premium Support listed in their applicable Order, the following services shall apply in addition to the Support Services above:
 1. **Premium Service Hours.** Anaconda will make commercially reasonable efforts to contact the Named Support Contact on P1 Errors and Issues during the Premium Support Service Hours set forth in APPENDIX A to this Support Policy.
 2. **Additional Support.** Named Support Contacts have direct access to a primary named technical account manager ("TAM"), where applicable, and customer success manager ("CSM") during standard Service Hours. The TAM/CSM will make commercially reasonable efforts to ensure that Errors and Issues are prioritized, routed, and managed according to the Premium Support Services offered herein. TAMs/CSMs will also provide guidance on best practices and recommendations for Anaconda Offering(s) after assessing Customer's business needs and requirements.
 3. **P1 Error or Issue Priority.** The definition of P1 Errors or Issues set forth in the Support Policy shall also include Errors or Issues that have severely impacted the performance of the Cloud Platform and as a result the Customer experiences a complete loss of core business process and work cannot reasonably continue. P1 Errors or Issues must be submitted through the Anaconda Support Portal for rapid response. In the case where multiple Errors or Issues are escalated, a Support Manager may be assigned for expedited resolution.
 4. **Case Oversight.** The TAM and the support team will make reasonable efforts to (a) ensure ongoing investigation and resolution of any Error or Issue and (b) review and consider Customer's use of the Offering(s)(s)

SERVICE LEVEL DESCRIPTION

APPENDIX A

This Service Level Description (“**SLA**”) describes the levels of Availability and Support Services that Customer can expect to receive from Anaconda during the Subscription Term. It also details the Service Credits Anaconda may provide Customer if Anaconda does not comply with the defined Offering(s) Availability and support terms.

1. Service Levels.

DISCLAIMER: Please be aware that the User Care Team and Tier 2 Support do not have a Service Level Agreement (SLA) in place. Therefore, response and resolution times for inquiries or issues escalated to these support levels may vary depending on the complexity and nature of the specific case. With respect to general Support, Anaconda undertakes to make reasonable efforts to assist customers and address their concerns in a timely manner.

SERVICE HOURS	TIER 1 SUPPORT: 6AM – 6 PM CST Monday - Friday
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SUBSCRIPTION Offering(s)	ANACONDA BUSINESS – CLOUD		
Support Level	Basic	Standard	Premium
Named Support Contacts	5	5	5
Tier 1 Tickets / Month	4	10	30
Tier 2 Hours / Year	4	10	30
P1 24x7 Response	No	No	Add On
P1 Initial Response Time	48 hours	12 hours	1 hour

P2 Initial Response Time	72 hours	24hours	12 hours
P3 Initial Response Time	72 hours	48 hours	12 hours
P4 Initial Response Time	72 hours	48 hours	12 hours

1. Availability.

1. **General Availability.** Anaconda shall use commercially reasonable efforts to make Anaconda Business Cloud (excluding any Third-Party Offering(s)s) available twenty-four (24) hours a day, seven (7) days a week and for at least 99.7% of the time, excluding Permitted Unavailability. In case of Managed Hosting, the service availability is 99.9 %. Availability and outage tracking can be located at <https://anaconda.statuspage.io/>.

1. Availability Exclusions. Availability does not include any loss of time resulting from or related to Errors or Issues listed in this Section 3 (each such period, a “Permitted Unavailability”). Any Permitted Unavailability will not be included in the calculation of Availability Percentage for the applicable month.

1. Planned Maintenance; and
2. Errors or Issues resulting from events outside of Anaconda’s reasonable control, including, but not limited to problems caused by (i) any Force Majeure Event; (ii) Customer’s or its Authorized User’s equipment, hardware, software, or other technology and/or third-party equipment, hardware, software, or other technology (excluding third-party equipment within Anaconda’s direct control); (iii) Customers’ or its Authorized Users’ failure to follow agreed procedures, the terms of the MSA or the applicable Order(s); (iv) unauthorized changes to the Cloud Services by Customer; (v) Anaconda’s suspension or termination of Customer’s right to use the Cloud Offering in accordance with the MSA; (vi) irreversible destruction of data directly caused by actions taken by Customer or its Authorized Users; (vii) a third party gaining access to the Offering(s)s by means of Customer’s Authorized Users’ accounts or equipment; (viii) Customer’s continued use of the Cloud Services after Anaconda has advised Customer to modify such use, if Customer did not modify its use as advised; (ix) other acts or omissions of Customer, its Authorized Users, or any other third party; or (x) non-material or non-critical performance issues, such lagging issues, affecting non-critical individual features for a non-material amount of time (link expansions, search, file uploads, etc.).

1. **Termination for Repeated Unavailable Time.** If Availability Percentage is less than 95.00% in any two (2) consecutive calendar months or three (3) times in any consecutive six (6) month calendar period (each a “Triggering Event”), Customer may terminate the MSA for cause within thirty (30) days from the last day of the month in which the Triggering Event occurred by providing thirty (30) days written notice of termination to Anaconda in accordance with the Notice clause of the MSA. If Customer so requests in their notice of termination, Anaconda shall provide Customer with up to thirty (30) days of continued Support Services from the date the notice of termination is received by Anaconda (“Transition Services”). During the Transition Services period Customer may coordinate the transition of the Services to a new provider. All fees and credits called for under the MSA, Order Form(s), and SLA shall be in full force and effect during the Transition Services period.
 1. **Sole Remedy.** Any Service Credit provided under this SLA will constitute Anaconda’s sole liability and Customer’s sole and exclusive remedy for any failure to achieve an Availability Percentage of 99.7%. No other or additional type of damages may be claimed, including breach of warranty. Customer may not unilaterally offset against any previously owed Fees. If there are no new invoices to be issued by Anaconda to Customer, Anaconda will pay out the Service Credit to Customer directly. If there is a failure in more than three (3) months in any rolling six (6)-month period, then within thirty (30) days of the most recent failure, Customer may terminate the Agreement and Anaconda shall refund Customer any prepaid fees for the affected Cloud Offering that was to be provided after the effective date of termination. Credits shall be, at Anaconda’s discretion, deducted from subsequent invoices for subscription fees or, upon expiration or termination of the Agreement, paid to Customer directly. Availability shall be based on monitoring by Anaconda.

1. **Service Credits.** Each Service Credit is calculated as a percentage of monthly or annual fees owed or paid by Customer for the applicable month in which the Unavailability Issues occurred.
 1. **Service Credit Percentages for Availability Service Level Default.** For any Unavailable Time experienced by Customer in a calendar month period, Anaconda will provide a Service Credit. Service Credit will be calculated in accordance with the table below:

AVAILABILITY SERVICE LEVEL DEFAULT	SERVICE CREDIT
Less than 99.7% and higher than or equal to 99.0%	3%

Less than 99.0% and higher than or equal to 95.0%	5%
Less than 95.0%	10%

1. **Service Credit Percentages for Support Service Level Default.** If the Support Service Level did not meet the Initial Response Time (if applicable to Customer's selected Offering(s)) in a calendar month, Anaconda will provide a Service Credit. Service Credit will be calculated in accordance with the table below:

SUPPORT SERVICE LEVEL DEFAULT	SERVICE CREDIT
85% to 90% of Support Tickets meet the Initial Response (if applicable)	3%
75% to 84% of Support Tickets meet the Initial Response (if applicable)	5%
Less than 75% of Support Tickets meet the Initial Response (if applicable)	10%

1. **Service Credit Claim.**

1. **Submitting A Service Credit Claim.** To make a Service Credit Claim (hereinafter "Claim"), Customer must submit via the Support Portal within thirty (30) days of the month in which the Unavailable Time occurred, and/or the Initial Response Time and/or Target Resolution Time did not meet the applicable Severity Level.
2. The Claim must include (a) "SLA Claim" as the subject of the Request; (b) the applicable dates and times Service Credit is requested for; and (c) any applicable information that documents the claimed Unavailable Time, Initial Response Time, or Target Resolution Time.
3. All Claims will be verified against Anaconda system records. Should Anaconda dispute any period of Unavailable Time alleged by Customer, Anaconda will provide to Customer a record of the Offering(s)'s availability for the applicable period. Anaconda will provide such records only in response to Claims made by Customer in good faith.

1. **Issuance of Service Credits.** If a Service Credit is due to Customer, Anaconda will apply any Service Credits only against future payments otherwise due

from Customer for the Offering(s). Service Credits will not entitle Customer to any refund, credit against any other Anaconda software, services, or Offering(s)s, or other payment from Anaconda. Service Credits may not be transferred or applied to any other Account. Unless otherwise provided in the MSA, Customer's sole and exclusive remedy for any Unavailable Time, non-performance, or other failure by Anaconda to provide the Availability or Support Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this Support Policy. The total amount of Service Credits awarded in any annual billing period shall not, under any circumstance, exceed ten (10) percent of Customer's cumulative fees paid and/or due to Anaconda in such annual billing period.

1. **Service Credit Exclusions.** Anaconda will have no liability for any failure to meet the Service Level to the extent arising from: (1) Errors or Issues resulting from Section 1.2 (a-b); (2) Evaluation or proof-of-concept use of the Anaconda Offering(s)s; or (3) Anaconda's preview features (e.g., beta functionality not intended for Offering(s)ion use).

APPENDIX C

VULNERABILITY SERVICE LEVEL OBJECTIVE

This Vulnerability remediation service level objective ("**SLO**") is between Anaconda, Inc. ("**Anaconda**"), and you ("**Customer**"), and forms an integral part of the MSA, Support Policy, and applicable Order(s) between Anaconda and Customer. This SLO describes the levels of Vulnerability support that Customer can expect to receive from Anaconda Support during the Subscription Term. It also details the high complexity and high dependency Packages in ATTACHMENT 1 (the "**Package Exception List**"), which require additional time to remediate. Capitalized terms used in this SLO and not otherwise defined herein are defined at <https://legal.anaconda.com/policies/en/?name=anaconda-legal-definitions>.

1. OVERVIEW

1. WHAT IS A VULNERABILITY?

- i. **VULNERABILITY.** A "**Vulnerability**" is a weakness or flaw in the computational logic (e.g., code) of a system that, when exploited, violates the integrity, confidentiality, access control, availability, or audit mechanism of the system or the data and applications it hosts. A

Vulnerability may exist regardless of whether a CVE identifier, or any other scoring or official classification, has been assigned to it. A code or tool used to take advantage of a Vulnerability is an **“Exploit”**.

- ii. **SECURITY INCIDENT.** A Vulnerability can turn into a Security Incident if a threat actor is successful. A **“Security Incident”** is any event that compromises the confidentiality, integrity, or availability of Protect Data. A Security Incident does not include port scans, unsuccessful log-on attempts, denials of service, “pings” and other broadcast attacks on a system’s firewall, or any combination of the above, provided that such activities do not result in the unauthorized use of Protected Data. A **“Data Breach”** is a Security Incident that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Protected Data.
- iii. **VULNERABILITY DISCLOSURE.** Once evaluated and identified, Vulnerabilities are often reported and made publicly available. Upon listing, Vulnerabilities are analyzed by the **“National Institute of Standards and Technology” (NIST)**, an agency of the U.S. Government whose mission is to promote innovation and industrial competitiveness by advancing measurement science, standards, and technology in ways that enhance economic security and quality of life. Most disclosed Vulnerabilities are shared on the **“National Vulnerability Database” (NVD)**, a U.S. Government repository of standards-based Vulnerability management data. Vulnerabilities are also added to the **“Common Vulnerabilities and Exposures” (CVE)** list, a list of entries that provides unique, common names for publicly known information system Vulnerabilities. This list feeds the NVD.

1. HOW ARE VULNERABILITIES MEASURED?

- 1. **CVSS SCORING.** The **“Common Vulnerability Scoring System” (CVSS)** is a system for supplying a qualitative measure of the severity of a Vulnerability. CVSS score are set by the NVD. The CVSS system is maintained by the **FIRST CVSS Special Interest Group (SIG)**, and Anaconda provides CVSS metrics according to the SIG specifications found at **first.org/cvss/specification-document**.
- 2. **CVSS SCORING METRICS.** CVSS consists of three (3) metrics: Base, Temporal, and Environmental. (1) The **“Base”** metric scores a Vulnerability according to its intrinsic characteristics, which are constant over time, and assumes the reasonable worst case impact across different user environments; (2) the **“Temporal”** metric adjusts the Base severity of a Vulnerability according to factors that change over time, such as the availability of an Exploit; and (3) the **“Environmental”** metric adjusts the Base and Temporal metrics of a Vulnerability to a user's unique computing environment. The Base metric produces a score ranging from 0 to 10, with a higher number representing a higher severity Vulnerability. The Base metrics can then be modified by

scoring the Temporal and Environmental metrics. A CVSS score is also represented as a vector string, a compressed textual representation of the values used to derive the score, which is commonly used to record or transfer CVSS metric information in a concise form.

3. ANACONDA VULNERABILITY SCORING. The Anaconda Offering(s) security team (“**Offering(s) Security**”) rates the severity of Vulnerabilities found in Anaconda Offering(s)s, including the Anaconda Distribution (and related repositories), using a four (4)-level Vulnerability impact scale (Critical Impact, High Impact, Medium Impact, Low Impact) further defined below. To determine that rating, Anaconda considers the NVD’s CVSS score, which does not consider the Temporal and Environmental metrics of a Vulnerability and can overstate the true impact of a Vulnerability on our Offering(s)(s) or a user’s environment. Therefore, Anaconda Offering(s) Security reviews the underlying characteristics of the NVD CVSS score to determine the true impact of the Vulnerability. This scoring system provides a prioritized risk assessment to help define and schedule updates, and it enables Anaconda and our Customer’s to make informed decisions based on the risk each Vulnerability places on a unique environment.

1. IMPACT RATING SCORE.

1. IMPACT RATING DEFINED. The Vulnerability impact rating scale (the “**Impact Rating**”) is how Anaconda measures the risk and impact of each Vulnerability, by performing a technical analysis of each Vulnerability, including the type of Vulnerability (e.g., common weakness enumeration), but excluding the Vulnerability’s current threat level (e.g., critical, high, medium, low). This allows Anaconda to determine the urgency of the Vulnerability and implement the most important updates accordingly. A given Impact Rating will not change if an Exploit is later released for a Vulnerability, or if one is available before the release of a fix.

1. ANACONDA IMPACT RATINGS

IMPACT RATING	DESCRIPTION
Critical Impact (P1)	The “ Critical Impact ” rating is given to a Vulnerability that could be easily exploited by a remote unauthenticated attacker and lead to system compromise (arbitrary code execution) without requiring user interaction. Vulnerabilities or flaws that require authentication, local or physical access to a system, or an unlikely configuration are not classified as Critical Impact.

High Impact (P2)	The “ High Impact ” rating is given to a Vulnerability that can easily compromise the confidentiality, integrity or availability of resources. These are the types of vulnerabilities that allow local or authenticated users to gain additional privileges, allow unauthenticated remote users to view resources that should otherwise be protected by authentication or other controls, allow authenticated remote users to execute arbitrary code, or allow remote users to cause a denial of service.
Moderate Impact (P3)	The “ Moderate Impact ” rating is given to a Vulnerability that may be more difficult to exploit but could still lead to some compromise of the confidentiality, integrity, or availability of resources under certain circumstances. These are the types of Vulnerabilities that could have had a Critical or Important impact but are less easily exploited based on a technical evaluation of the Vulnerability, and/or affect unlikely configurations.
Low Impact (P4)	The “ Low Impact ” rating is given to all other Vulnerabilities that may have a security impact. These are the types of Vulnerabilities that are believed to require unlikely circumstances to be able to be exploited, or where a successful exploit would give minimal consequences. This includes vulnerability or flaws that are present in a program’s source code but to which no current or theoretically possible, but unproven, exploitation vectors exist or were found during the technical analysis of the Vulnerability.

1. CVSS BASE SCORE.

1. BASE SCORE DEFINED. In addition to providing the Impact Rating, Anaconda pulls CVSS score from <https://nvd.nist.gov/vuln/search> (the “**Base Scores**”), to provide additional guidance about a Vulnerability, giving a detailed severity rating based on the constant aspects of a Vulnerability, such as attack vector, attack complexity, user interaction, privileges required, scope, confidentiality, integrity, and availability.
2. SUPPORTED VERSIONS. CVSS version 2 Base metrics are available for all Vulnerabilities from 2009-2016, as well as selected earlier Vulnerabilities. Anaconda has adopted the CVSS version 3 standard; and, going forward, all Vulnerabilities will use version 3.1 scoring according to the specifications noted above.
3. ADDITIONAL FACTORS. Anaconda does not solely use the Base Score to determine the priority with which Vulnerabilities are fixed, or to determine the severity of the Vulnerability. The Base Score is used as a guideline to identify and describe key metrics of a Vulnerability; however, the priority for

which Vulnerabilities are fixed is determined by the overall Impact Rating in Section 2.2.

4. **DISCLAIMER.** While Anaconda uses the Base Score as a tool to help a Customer understand the severity of a Vulnerability, it is important to note that the Base Scores are provided for guidance purposes only. Therefore, Anaconda shall not accept liability for any decision made by a Customer based on the Base Scores or Impact Rating. It is the Customer's responsibility to assess the risks and make decisions based on their own unique circumstances, considering the specific context and any other relevant factors.

1. ANACONDA VULNERABILITY MANAGEMENT

1. **ANACONDA RESPONSIBILITIES.** Anaconda agrees to promptly respond to security update requests for Vulnerabilities in the Packages covered by this SLO and their related dependencies. Target Response Times will be based on the timelines in Section 4.3, commencing from the later of when the upstream code maintainer publishes a fix in a formal release or Customer requests a fix.
2. **PACKAGE EXCEPTION LIST.** The list of high complexity and high dependencies packages in ATTACHMENT 1 (the “**Package Exception List**”)
3. **TARGET RESPONSE & RESOLUTION TIMES.** The measure for Initial Response Time begins when a case is logged within the Anaconda Support Portal. The Target Response Time is calculated based on the time between when the case is logged and acknowledged and when Anaconda Support provides a response with a workaround to the Vulnerability and is measured in Business Hours/Business Days. Please note that downstream Packages that are statically linked may not fall under this SLO, as Anaconda may determine, in its sole discretion, that it is not commercially reasonable to track down and rebuild an unknown quantity of affected Packages within the time frames below.
 - i. For Vulnerabilities determined by Anaconda to be of Critical Impact, Anaconda shall respond within seven (7) calendar days by evaluating the Vulnerability and proposing either a mitigation or updated package, unless such package is included in the Package Exception List, in which case Anaconda shall respond within fourteen (14) calendar days.
 - ii. For Vulnerabilities determined by Anaconda to be of High Impact, Anaconda shall respond within fourteen (14) calendar days by evaluating the Vulnerability and proposing either a mitigation or updated Package, unless such Package is included in the Package Exception List, in which case Anaconda shall respond within forty-five (45) calendar days.
 - iii. If extensive or complex analyses, fixes, and/or rebuilds are required for components that are not managed by Anaconda, Anaconda will notify the Customer and propose an estimated completion date on

which both Parties may mutually agree. Anaconda will only proceed with fixing the Vulnerability if it is deemed safe and effective after evaluation.

- iv. In all circumstances where Vulnerabilities arise from third-party components, Anaconda will wait until the upstream project responsible for maintaining the component releases an update before proceeding with any fix.

1.

ATTACHMENT 1

PACKAGE EXCEPTION LIST

(HIGH COMPLEXITY / HIGH DEPENDENCY UPDATES)

Please be advised that the Package Exception List is subject to change at Anaconda's sole discretion, and packages labeled as an exception are highly complex and often require longer build or update times than other packages. As a result, the Target Response Time from Anaconda may vary depending on the status of Packages included on this list.

1. Any compiler packages or runtime, for example: GCC, LLVM, gfortran, Go, and Rust
2. arrow/pyArrow
3. bazel
4. boost/libboost
5. ca-certificates
6. cryptography
7. GDAL
8. gnutls
9. HDF5
10. ICU
11. image-codecs
12. mkl
13. mpich
14. mysql
15. nvidia/CUDA
16. numpy
17. openblas
18. opencv
19. openjdk
20. openmpi
21. openssl

22. postgresql
23. pyICU
24. python
25. python-tzdata
26. pytzdata
27. pyTorch
28. pyzmq
29. Qt
30. ray
31. redis
32. scikit-learn
33. scipy
34. scikit-image
35. spyder
36. tbb
37. tensorflow
38. tzdata
39. vtk
40. xgboost
41. zeromq